

**Changes to the Labor Agreement Between the City of
Gainesville and the Communications Workers of America
Local No. 3170
Effective January 1, 2013 – December 31, 2015**

These changes to the 2013 – 2015 **Non-Supervisory** Agreement have been reached through negotiations between the Communications Workers of America and the City of Gainesville, and were ratified by the Communications Workers of America on January 21, 2014. Where necessary, dates, policy references, and article reference numbers were changed throughout the Agreements.

Contract Items Negotiated

Article 6 – Union Stewards & Activity

- 6.4: Added "Except as otherwise provided;" deleted "except as provided for in Article 34.4A."
- 6.6: Added/deleted "Union officers and Union stewards shall not exceed twenty-seven (2027) in number to cover both the non-supervisory and supervisory labor agreements." Deleted/added "... subject to Article ~~23.1326~~, paragraph 26.11."
- 6.8: Added/deleted "... he/she ~~must~~ shall secure permission from notify the affected employee's Manager or his/her designee of the general nature of the business, and mutually agree upon a scheduled time to meet with the employee for his/her presence and notify the Manager or designee of the general nature of the business. ~~Said permission shall not be unreasonably withheld.~~"

Article 7 – Discharge & Discipline

- 7.6: Added/deleted "Except as otherwise provided in this paragraph, ~~in~~ imposing disciplinary measures by incremental steps based on successive deficiencies in employee performance on a current charge, the Department Head will not take into consideration prior infractions of the same rule which occurred more than eighteen (18) months previously, or, in the case of safety infractions, any prior safety infractions which occurred more than five (5) years previously except in safety violations substantiated by Personnel Policies and Procedures, Policy Number 19, ~~and.~~ In discharge cases, in which the overall disciplinary record of the employee may be taken into consideration."
- 7.7: Added "This shall not be construed as requiring the CWA to represent a non-member."

Article 8.3(D) – Grievance

- Added "In computing time limits under this Article, City designated holidays and weekends (Saturdays and Sundays) shall not be counted except where it is specified by calendar days."

Article 11 – Designated Leave System

- 11.6: Added/deleted "Except for payment for vacation that is sold back at the time of conversion to the PTO system, or upon termination or entry into the DROP, ~~Employees shall not be paid for vacation (annual leave) accrued in lieu of taking a vacation. The only time employees may be paid for accrued vacation (annual leave) is upon termination or upon entry to the DROP.~~"
- 11.13.D.: Deleted/added "... ~~or if over the age of 19 meet the criteria for dependency as defined in the City's health insurance policy; or who are handicapped children as defined in said~~ the City's health insurance policy."
- 11.21.A: Deleted/added "Any sick leave accrued and unused prior to ~~the ratification date of this Agreement~~ October 1, 2012 shall be converted to additional service credit for determining pension benefits."
- 11.21.B: Deleted/added "~~Effective upon ratification,~~ Any sick leave accrued and unused on or after such date October 1, 2012 shall not be converted to additional service credit for determining pension benefits. Only the lesser of the ~~accrued sick leave at the time of ratification~~ accrued prior to October 1, 2012, as described above, or at the time of termination or entry into the DROP may be converted to pension service credit."
- 11.22: Deleted paragraph ('bridging' language).
- 11.23 – 11.25: Renumbered to 11.22 to 11.24.

Article 12 – PTO

- 12.2: Deleted “and optional holidays.”
- 12.3: Deleted “Transition Plan for Employees Hired Prior to October 1, 2000, who elect to move to the PTO System and for any employee who enters the DROP on or after January 1, 2007.”
- 12.3.B.: Deleted “on or after January 1, 2007,”
- 12.3.C.: Deleted/added “January 1, 2007 the date of ratification...”
- 12.3.C.(2): Added/deleted “No loss of accrued leave will occur, meaning that all unused accrued sick leave will be transferred to the employee’s Personal Critical Leave Bank (PCLB) account; and a portion or all unused accrued vacation (annual leave) and unused optional holidays will may be sold back at the employee’s current rate of pay, or transferred to the employee’s Paid Time Off (PTO) account, at the employee’s option and subject to limits described below. The amount of vacation (annual leave) to be applied to sell-back, if any, shall be determined by the employee, but shall be limited to no more than that which may be applied to pensionable earnings. Whether sold at the time of conversion, or at the time of separation or entry into the DROP, only payments made for vacation leave that was unused and accrued prior to October 1, 2012 shall be considered earnings for pension purposes. There shall be no option to sell back any portion of vacation leave after December 31, 2015, unless and until there is a new Agreement in effect providing for such sell-back.”
- 12.7: Added “... except as otherwise provided in Article 19 (Bereavement Leave), Article 25 (Workers’ Compensation), or Article 26, Section 26.9A1 (Leave of Absence With or Without Pay).”
- 12.10: Deleted “..., except that, if an employee has less than 240 hours in a PCLB on his/her anniversary date (leave progression date”, he/she must first deposit the appropriate amount of time in the PCLB to meet the minimum requirement.”
- 12.12: Deleted/added “... and dependent upon the employee for over half his/her support or who are handicapped children as defined in the City’s health insurance policy.”
- 12.14.A.: Deleted/added “Any PCLB that is accrued and unused prior to the ratification date of this Agreement October 1, 2012 shall be converted to additional service credit for determining pension benefits.”
- 12.14.B.: Deleted/added “Effective upon ratification, aAny PCLB accrued and unused on or after such date October 1, 2012 shall not be converted to additional service credit for determining pension benefits. Only the lesser of the accrued PCLB accrued prior to October 1, 2012 at the time of ratification, as described above, or at the time of termination or entry into the DROP may be converted to pension service credit.”
- 12.14.C.: Deleted paragraph (‘bridging’ language).
- 12.16: Deleted/added “Effective January 1, 2008, aAn employee may transfer any number of PTO leave hours (in one hour increments) to a PCLB account at any time and may enroll in recurring contributions (on a bi-weekly basis) during Open Enrollment each year beginning in October 2007.”
- 12.17.A.: Deleted/added “In addition, provided the employee has accumulated a minimum of 40 hours of PTO and at least 240 220 hours in PTO and/or a PCLB at their leave progression date, the employee will be permitted to convert up to forty (40) hours of PTO to cash on his/her anniversary date (leave progression date) to be paid via payroll check.”
- 12.17.B.: Deleted paragraph.
- 12.17.C.: Renumbered to 12.17.B.
- 12.18: Deleted “The only option available to an employee who has more than the allowable carryover cap on his/her anniversary date (leave progression date) but less than 240 hours in their PCLB is to deposit excess hours first into the PCLB to meet the 240-hour requirement.”
- 12.19.A.1: Deleted “Effective January 1, 2008.”
- 12.19.A.2: Deleted/added “Effective January 1, 2008, once the employee reaches...”
- 12.19.B.3: Added “No minimum PTO/PCLB balance is required for donations of PTO to a leave donation bank.”

Article 15 – Premium Pay

- 15.3: Added divisions General Services, GRUCom, and Parks, Recreation & Cultural Affairs.
- 15.10: Added/deleted “Employees assigned by their Department Head or his/her designee to work out-of-class in a higher paid bargaining unit classification for at least forty (40) consecutive hours within ~~the a~~ pay period, and for any consecutive hours in excess of forty (40), including holidays, shall be paid for such time at five percent (5%) above their straight time rate of pay or base of the higher classification whichever is higher,

but not to exceed the maximum rate of pay assigned to the higher classification. In the event the qualifying Out of Class assignment continues into the next pay period, all consecutive hours worked on the Out of Class assignment shall be paid in accordance with this provision. Once a break occurs, the forty (40) hour requirement must again be met."

- 15.11: Added deleted "Employees assigned by their Department Head or his/her designee to work on a special assignment for at least forty (40) consecutive hours within ~~the a~~ pay period, and for any consecutive hours in excess of forty (40), including holidays, shall be paid for such time at five percent (5%) above their straight time rate of pay. In the event the qualifying special assignment continues into the next pay period, all consecutive hours worked on the special assignment shall be paid in accordance with this provision. Once a break occurs, the forty (40) hour requirement must again be met."

Article 19 – Bereavement Leave

- 19.1: Added "In the event of death in an employee's family as defined in Section 19.2, he/she shall be granted bereavement leave with pay by the employee's Department Head for three (3) working days, and shall have immediate access to PCLB hours for up to an additional two (2) working days."
- 19.4: Deleted paragraph.
- 19.5: Renumbered to 19.4.

Article 22.3 – Hospitalization and Life Insurance

- Deleted/added "ending the month of December, ~~2012~~2015." Deleted/added "After the month of December, ~~2012~~2015..." Deleted "This Section 22.3 shall be null and void on December 31, 2012." Deleted "However, ~~e~~Either party may reopen this Section..."

Article 23 – Tuition & Book Reimbursement

- 23.1: Deleted/added "~~It is the policy of the City to offer a tuition and book reimbursement program within the limits funded by the City Commission. Such a~~ This program provides an employee assistance in paying tuition and book costs from recognized and accredited institutions of higher learning ~~the opportunity for training and development that may prepare him/her for career advancement~~ to promote personal development and career advancement. All classes will require the advance approval of the employee's Department Head and must meet one of the following:
be required as part of a degree program;
be relevant to the employee's current position; or
be related to a City job."
- 23.2:
 - Deleted "Tuition and Book Reimbursement Policy:"
 - Deleted "This program is to assist employees with tuition and book costs from recognized and accredited institutions of higher learning. ~~An attempt will be made to distribute funds so they be are available for each school term.~~"
 - Added "The City will not duplicate tuition reimbursement fees, which have been paid by other sources such as scholarships, grants or other subsidies. In the event of a partial scholarship or grant, reimbursement will supplement, but not exceed the expense to the employee."
 - Deleted/added "Books will be limited to ~~twenty five~~ fifty dollars (~~\$25~~50) per class per employee."
- NEW 23.3: Added General Provisions –
 - Effective upon ratification, an employee who receives tuition and/or book reimbursement shall be obligated to remain in the employ of the City for one year after receiving the tuition and/or book reimbursement. Failure to remain for one year for any reason, except death, disability or involuntary termination, shall obligate the employee to reimburse the City for any payments received within 12 months of the employee's termination of employment.
 - An employee who has completed an approved course and who is on leave of absence at the time tuition and/or book reimbursement would be paid, will receive reimbursement of the amount due upon return to active employment with the City.

- Renumbered 23.3 to 23.4.

Article 24.3 – Miscellaneous Employee Benefits

- Added “Effective upon ratification, Police Service Technicians will be provided a dry cleaning allowance each year of the agreement in the amount of \$550.00. One-half (½) shall be paid on a pro-rata basis on or about October 1st, and April 1st.”
- Added “Effective upon ratification, Police Service Technicians shall receive one hundred (\$100.00) dollars annual leather allowance, to be paid within the first quarter of the fiscal year.”
- Added “Except where management has determined a safety or health risk may arise, or where display of union insignia interferes with the department’s appearance standards or vendor requirements, Union members will be permitted to wear a Union pin or shoulder patch on their uniform.”
- Added “Effective upon ratification, for employees assigned to those areas of General Government where a uniform allowance is provided, management may, at its sole discretion, permit use of a portion of the annual allowance toward the purchase of approved, job appropriate footwear. The amount that may be used shall be limited to the amount remaining after all uniform requirements are met. There shall be no use of a uniform allowance toward the purchase of footwear after December 31, 2015, unless and until there is a new agreement in effect providing for such use.”

Article 24.6 – Gas Pipeline Welder Supplement

- 24.6.C.: Deleted/added “Employees assigned to perform gas pipeline welding in accordance with this paragraph shall receive supplemental pay at an hourly rate of ~~\$3.0822~~ \$3.1284, effective ~~12/1/11~~ 1/7/13, and \$3.1754, effective 1/6/14. ~~and such~~ This rate shall be adjusted at the same time and by the same percentage that the pay range of the employee’s base classification is ~~changed~~ increased, if any.”

Article 26.11 – Union Leave of Absence

Added/deleted “Employees designated by the Union may be granted a leave of absence for Union business, upon request of the Union President or his/her designee, as communicated to the Human Resources Director by the Union President for Union business.”

Article 34 – Wages

CONTRACT YEAR	TOP OF RANGE MOVEMENT (all CWA ranges)	PAY INCREASE (those not in a PTPP)	PTTP PARTICIPANTS WHO HAVE COMPLETED LAST MODULE	DROP PARTICIPANTS
2013	1.5%	Up to 2%, limited by the new range max, Retroactive to January 7, 2013	1.5%, Retroactive to January 7, 2013	1/2 % Lump sum, Retroactive to January 7, 2013
2014	1.5%	Up to 1.5%, limited by the new range max, effective January 6, 2014	1.5%, effective January 6, 2014	Per DROP agreement
2015	Reopener	Reopener	Reopener	Per Drop agreement

- 34.4.A: Promotion: Added/deleted “When an employee is promoted, his/her salary shall be advanced to a rate in the new pay range which would provide at least a minimum or increased by five percent (5.0%) increase, whichever is greater, except as provided in paragraph 34.5.”