

ARTICLE 24**MISCELLANEOUS EMPLOYEE BENEFITS****24.4 Gas Pipeline Welder Supplement**

- A. The City, at its sole discretion, may assign employees to perform gas pipeline welding. The removal of any individual employee from such assignment shall also be at the City's sole discretion.
- B. Prior to assignment as a gas pipeline welder, an employee must comply with the following:
- (1) Obtain and maintain American National Standard Institute and American Petroleum Institute (ANSI/API) certification.
 - (2) Prior to and during the period of assignment, as determined by the City, demonstrate to a designated staff member within the Gas Transmission and Distribution Division, proficiency as a gas pipeline welder.
 - (3) Read and sign an Agreement to Participate as a Gas Pipeline Welder, the terms of which have been reviewed and approved by the Interest Based Bargaining Team (IBBT).
- C. Employees assigned to perform gas pipeline welding in accordance with this paragraph shall receive supplemental pay at the hourly rate shown in the table below.

Hourly supplement	Effective date
\$3.4059	January 14, 2019
\$3.4740	Beginning of second full pay period following ratification of these amendments
\$3.5609	January 11, 2021

There shall be no further adjustments to this hourly supplemental pay during the term of this Agreement and no adjustments after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such adjustments.

D. Employees who are assigned to perform gas pipeline welding or who leave or are removed from the assignment shall be entitled to a prorated portion of the bi-weekly payment from the date they are assigned, leave or are removed.

E. Payment of this supplement is subject to the overtime calculation in accordance with Article 15 – Premium Pay, and is pensionable to the extent permitted in the City’s General Pension Plan.

24.5 Department of Transportation and Mobility Electrical Certification Pay

A. The City, at its sole discretion, may assign Department of Transportation and Mobility employees in the Traffic Signal Technician II or III, or Lead Traffic Signal Technician classification to qualify the department (apply for and complete permits) for electrical work performed by the Traffic Operations Division. The removal of any individual employee from such assignment shall also be at the City’s sole discretion.

B. Prior to assignment as an electrical qualifier, an employee must obtain and maintain licensure as a Journeyman Electrician or higher, issued by the City Of Gainesville, Alachua County, or any other jurisdiction that is reciprocal to the City Of Gainesville.

C. Employees assigned to serve as an electrical qualifier in accordance with this paragraph shall receive supplemental pay at the hourly rate shown in the table below.

Hourly supplement	Effective date
\$1.5761	January 14, 2019
\$1.6076	Beginning of second full pay period following ratification of these amendments
\$1.6478	January 11, 2021

There shall be no further adjustments to this hourly supplemental pay during the term of this Agreement and no adjustments after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such adjustments.

D. Employees who are assigned to serve as an electrical qualifier or who leave or are removed from the assignment shall be entitled to a prorated portion of the bi-weekly payment from the date they are assigned, leave or are removed.

E. Payment of this supplement is subject to the overtime calculation in accordance with Article 15 – Premium Pay, and is pensionable to the extent permitted in the City's General Pension Plan.

ARTICLE 34

WAGES

34.1 Pay Range Adjustments

Effective the beginning of the first full pay period following ratification of this amendment, pay ranges shall be adjusted as reflected in the City's published Pay Plan.

34.2 Transitional Wage Increases

A. Employees covered by this Agreement, employed on or before October 1, 2019, who are not in a Progression Through Training Program (PTTP), shall have their years in position (YIP) computed to the second decimal place as of October 1, 2019. This value shall serve as the basis for determining an employee's Market Threshold and the total value of his/her Transitional Wage Increase. Market Threshold shall be computed as follows:

- $(\text{New pay grade midpoint} - \text{new pay grade minimum}) \div 7 =$ value of one full year in position (YIP).
- $\text{Employee's YIP} \times \text{value of one full year in position} + \text{new pay grade minimum} = \text{Market Threshold}$, limited by the new pay grade market.

- B. Employees hired after October 1, 2019; those who are in a PTP; and those who are in jobs for which a PTP exists, but who did not opt-in; shall not be eligible for Transitional Wage Increases described in this paragraph.
- C. An eligible employee's Transitional Wage Increase shall be equal to the difference between his/her base salary and his/her Market Threshold, limited by the new pay grade market.
- D. Except as provided in 34.2.G below, the Transitional Wage Increase, if any, will be added to any eligible employee's base rate of pay in three installments, as provided in the table below.
- E. Employees participating in the DROP may receive Transitional Wage Increases up to the maximum of the pay range as it existed the day they entered the DROP.
- F. There shall be no Transitional Wage Increases after October 2021, and no Transitional Wage Increases beyond the term of this Agreement, unless and until there is a new Agreement in effect providing for such increases.

Table 1

Transitional Wage Increases	Effective Date	Basis
First Installment	Beginning of second full pay period following ratification	Transitional Wage Increase/3
Second Installment	October 5, 2020	Transitional Wage Increase/3
Third Installment	October 4, 2021	Transitional Wage Increase/3

- G. Employees who are eligible for a Transitional Wage Increase, and who promote after October 1, 2019 shall remain eligible for and shall continue to receive Transitional Wage Increases on the same dates and in the same amounts they would receive such increases had they not promoted, limited as provided in this section (34.2.G.), so long as the promotion is to another bargaining unit classification. In the event the adjustment of an employee's

salary to the new minimum is greater than the Transitional Wage Increase due, the employee shall only receive the adjustment to the new minimum.

- H. Employees who are eligible to receive a Transitional Wage Increase shall receive, in addition to the First Installment base rate increase, a pensionable, one-time payment for all pay periods from October 7, 2019 forward to the end of the first full pay period after final ratification occurs. This prorated payment shall be arrived at by dividing the annualized First Installment by 26, and multiplying that number for each pay period between October 7, 2019 and the end of the first full pay period after final ratification occurs.

34.3 General Increases and Lump Sum Payments

- A. Effective the beginning of the second full pay period following ratification, employees covered by this Agreement, who were employed as a bargaining unit employee as of October 1, 2019, except those who have not completed a Progression Through Training Program, shall have their individual base rate of pay increased by two percent (2%), except for any portion that would conflict with an employee's Deferred Retirement Option Program (DROP) agreement.. In addition, employees eligible for this general increase shall receive a pensionable, one-time payment for all pay periods from January 13, 2020 forward to the end of the pay period during which final ratification occurs. This prorated payment shall be arrived at by dividing the annualized value of the 2% of base pay by 26, and multiplying that number for each pay period between January 13, 2020 and the end of the first full pay period after final ratification occurs.
- B. Effective January 11, 2021, employees covered by this Agreement, except those who have not completed a Progression Through Training Program, shall have their individual base rate of pay increased by two and one-half percent (2½%), except for any portion that would conflict with an employee's DROP agreement. Employees hired on January 11, 2021 shall not be eligible for the general increase described in this section (34.3.B.). There shall be no

general increases or one-time payments after January 2021, unless and until there is a new Agreement in effect providing for such increases.

34.4 Retiree Health Savings Plan

Employees covered by this Agreement shall have their base pay rate reduced by 1.5% and the employer shall contribute such amount to the Retiree Health Savings (RHS) plan adopted by the City Commission.

34.5 Merit or Performance Increases

A. There shall be no Merit or Performance Increases during the term of this Agreement, and no Merit or Performance Increases after the expiration of this Agreement, unless and until there is a new agreement in effect providing for such increases.

B. For regular (non-probationary) employees, the review period is a one-year period from October 1 through the next September 30. Employees will continue to be reviewed, but there will be no Merit or Performance Increases associated with these reviews.

C. Unless otherwise provided, DROP employees' rate of pay shall be subject to the limitations provided for in each individual's DROP agreement.

34.6 Classification Changes

A. Promotion

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 five percent (5%) increase, except as provided in paragraph 34.7.

B. Transfer

There shall be no immediate change in the salary rate of an employee who is transferred. A transfer shall be defined as a move from one position to another with no change in classification. If an employee competes for and is hired into a position in a class having the same or a lower salary range, the rate of pay shall be set in accordance with HR Policy C-3: Changes in Employee Status Affecting Compensation (Revised 8/7/2014).

1 C. Temporary Assignments

2 When an employee is assigned to perform work for a position in a job
3 classification with a lower pay grade on a temporary basis, the
4 employee shall not suffer a decrease in pay.

5 D. Demotion

6 When an employee is demoted to a position in a job classification with
7 a lower pay grade, the employee shall be paid within the approved
8 range for the lower paid job classification. The rate of pay shall be set
9 by the Human Resources Director.

10 E. Audits and Re-allocations

11 When a position(s) is reallocated to a lower paid classification as a
12 result of a job audit or re-organization, and the affected employee's rate
13 of pay is above the lower classification's range maximum, the affected
14 employee's rate of pay shall be frozen. The employee's pay shall
15 continue at the present rate during the period of incumbency (except
16 in event of general service wide reductions). The employee shall not
17 be entitled to a pay increase until such time as the employee's pay is
18 within the appropriate pay grade for the lower pay classification.

19 F. Lump Sum Payments for "Hot" Market Jobs

20 Under certain conditions some skill sets become "hot" in the
21 marketplace. This becomes an issue of concern for the City when
22 either turnover increases in these position classes, or the City has a
23 difficult time recruiting. The several years leading up to Y2K for
24 COBOL programmers are a good example. Under these
25 circumstances, CWA and the City have an interest in maintaining
26 compensation at market levels without permanently changing the pay
27 structure and distorting internal hierarchy relationships. Therefore,
28 discretionary one-time lump sums may be made at different intervals
29 depending on market conditions. Each payment of a lump sum will be
30 approved by the IBBT. The review will include, but not be limited to the
31 following:

- There are demonstrated recruitment or retention problems in a position class or potential recruitment or retention problems due to projected retirements or turnover and there is actual evidence that the City of Gainesville compensation is materially below market, based on bona fide data for the appropriate recruitment market, taking into account the total compensation for the position class. The lump sum for “hot” market jobs will be applied to each individual in the class who has the requisite skills.
- The IBBT will approve any market adjustments, but the final decision as to the initiation and withdrawal of the adjustment will rest solely with management, to include the Human Resources Department.
- These “hot” market job lump sum payments will not be included in determining final average earnings (FAE) for the calculation of pension benefits.

34.7 Progression through Training

A. The parties agree to new Progression through Training Programs (PTTP) and the appropriate terms and conditions associated with such programs provided that said programs are reviewed and approved through the Interest Based Bargaining (IBB) process as described in Article 34 and codified by agreement between the City and the Union. Employees in the progression through training programs shall receive progression through training increases, in accordance with the terms as outlined in each progression through training program, and shall not be eligible for Transitional Wage Increases in paragraph 34.2.

All PTTP will be reviewed and approved by the IBBT. General Increases shall be given in accordance with the terms outlined in each individual PTTP, and as provided in paragraph 34.3 above.

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2 IBB-approved Progression Through Training Programs will be
3 structured to provide a pay progression from one classification to
4 another classification through a wide PTTP pay range.

5 B. Employees participating in a Progression Through Training Program
6 will be given information regarding how the progression works and the
7 penalty, if any, for not progressing in the program. In addition, the
8 employee will be required to sign a statement of receipt and
9 understanding which states he/she has been given this information
10 prior to participating in the program that has penalties for failure to
11 progress.

12 C. Transitional Pay Ranges

- 13 • Each individual Progression Through Training Program has a pay
14 chart indicating the wage assigned to each level in the program. All
15 PTTP will have new pay charts produced for the initial year of the
16 transition.
- 17 • Each year of the transitional period, each program will have a
18 revised pay chart produced indicating whether that program has an
19 increase in either the base or endpoint of the program.
- 20 • Any PTTP employee whose base pay increases will have their
21 base rate adjusted on the same schedule as noted in Table 1 in
22 paragraph 34.2.
- 23 • PTTP employees whose progression level has a base pay
24 increase shall receive, in addition to the base rate increase, a
25 pensionable, one-time payment for all pay periods from October
26 7, 2019 forward to the end of the pay period during which final
27 ratification occurs. This prorated payment shall be arrived at by
28 dividing the annualized difference in their PTTP base pay as of
29 October 7, 2019 by 26, and multiplying that number for each pay
30 period between October 7, 2019 and the end of the first full pay
31 period after final ratification occurs.

D. Employees entering a Progression Through Training Program shall not be subject to promotional increases as noted in paragraph 34.6.A. above. The employee's rate of pay shall be determined by the terms outlined in each PTP.

34.8 If the City proposes removal of a classification(s) from the bargaining unit, and where the union disagrees, PERC will decide the issue.

34.9 Direct Deposit

All employees covered by this Agreement will be required to have and maintain a direct deposit account for the purpose of receiving their employment compensation.

34.10 Living Wage

A. Effective the beginning of the second full pay period following ratification, employees whose base hourly rate is, after any adjustments provided in 34.2 and/or 34.3 above, less than \$13.75, shall have their base hourly rate increased to \$13.75 per hour. In addition, employees receiving an increase under this section shall receive a pensionable, one-time payment for all pay periods from January 13, 2020 forward to the end of the first full pay period after final ratification occurs, subject to limits provided herein. This prorated payment shall be arrived at by dividing the annualized value of the increase by 26, and multiplying that number for each pay period between January 13, 2020 and the end of the first full pay period after final ratification occurs, subject to limits provided herein. In no case shall the number of pay periods used in this computation exceed the number of pay periods the employee would have been impacted by such adjustment.

B. Effective upon ratification, no employee shall be hired at a base hourly rate of pay that is less than \$13.75 per hour.

C. Effective January 11, 2021, employees whose base hourly rate is, after any adjustments provided in 34.2 and/or 34.3 above, less than

1 \$14.25, shall have their base hourly rate increased to \$14.25 per
2 hour. In addition, effective January 11, 2021, no employee shall be
3 hired at a base hourly rate of pay that is less than \$14.25 per hour.

4 D. There shall be no increase to the Living Wage after the adjustments
5 provided herein, unless and until there is a new Agreement in effect
6 providing for such increases.

7 34.11 In the event an employee is subject to an income deduction order, the City
8 shall charge the employee an administrative fee, or fees, in accordance with
9 limits established by law.

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