

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 ~~shall be~~ 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 ~~an~~ the hourly rate shown in the table below.

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

~~of \$3.4059, effective 1/14/19. 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.~~

~~C.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.

~~D.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 ~~Public Works~~Department of Transportation and Mobility Electrical Certification Pay

A. The City, at its sole discretion, may assign ~~Public Works~~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 ~~an~~the hourly rate shown in the table below of ~~\$1.5761, effective 1/14/19.~~

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

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.

G.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.

D.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.

~~24.6 — Water/Wastewater Service Operator Supplement~~

~~A. The City shall, at its sole discretion, determine and authorize the number of employees needed to perform Equipment Operator Series III duties.~~

~~B. Employees interested in performing Equipment Operator Series III duties are required to successfully perform all qualifications and demonstrate proficiency on both the tractor/trailer low-boy hauler and the steel-tracked excavators. Employees who are assigned and receive the supplemental pay provided in this paragraph shall be required to sign the “Agreement to Participate as an Equipment Operator Series III,” which shall be developed by and is subject to modification at management’s sole discretion.~~

~~— Employees assigned to perform Equipment Operator Series III duties in accordance with this paragraph shall receive supplemental pay at an the hourly rate shown in the table below of \$0.5198, effective 1/14/19.~~

<u>Hourly supplement</u>	<u>Effective date</u>
<u>\$0.5198</u>	<u>January 14, 2019</u>
<u>\$0.5302</u>	<u>Beginning of first full pay period following ratification of these amendments</u>

\$0.5435

January 4, 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.

C. Employees who are assigned to perform Equipment Operator Series III duties, 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.

D. 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:

- (New pay grade midpoint – new pay grade minimum) ÷ 7 = value of one full year in position (YIP).
- Employee's YIP x value of one full year in position + new pay grade minimum = Market Threshold, limited by the new pay grade market.

B. Employees hired after October 1, 2019; those who are in a PTTP; and those who are in jobs for which a PTTP 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

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

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

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

17
18 34.134.3 General Increases and Lump Sum Payments

19 A. Effective the beginning of the ~~first~~ second full pay period ~~following ratification in~~
20 ~~January 2019~~, employees covered by this Agreement, who were employed
21 as a bargaining unit employee as of October 1, 2019, being paid within the
22 pay range of their appropriate classification, except those participating in the
23 Deferred Retirement Option Program (DROP) and those who are in have not
24 completed a Progression Through Training Program, shall have their
25 individual base rate of pay increased by two percent (2%), except for any
26 portion that would conflict with an employee's Deferred Retirement Option
27 Program (DROP) agreement limited by the pay range maximum. Employees
28 whose individual base rate prior to the increase is less than 2% from or
29 equal to the range maximum shall have their base rate increased to the
30 maximum of the range, as necessary, and shall receive a one-time, non-
31 pensionable, lump sum payment for that portion of the 2% that is above the

~~range maximum. Lump sum payments shall not be included as base pay.~~
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 duringafter which 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 ~~lump sum~~one-time payments after ~~April~~January 2021, unless and until there is a new Agreement in effect providing for such increases.

~~34.24~~ 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.

~~34.35~~ 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.

34.46

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 34.57.

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).

C. Temporary Assignments

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

D. Demotion

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

E. Audits and Re-allocations

When a position(s) is reallocated to a lower paid classification as a result of a job audit or re-organization, and the affected employee's rate of pay is above the lower classification's range maximum, the affected employee's rate of pay shall be frozen. The employee's pay shall continue at the present rate during the period of incumbency (except

in event of general service wide reductions). The employee shall not be entitled to a pay increase until such time as the employee's pay is within the appropriate pay grade for the lower pay classification.

F. Lump Sum Payments for “Hot” Market Jobs

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

34.57 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. ~~Therefore, in lieu of Merit Increases,~~ General Increases shall be given in accordance with the terms outlined in each individual PTTP, and as provided in paragraph 34.3 above~~for the 2019 contract year only, a lump sum payment shall be given as provided herein.~~

~~Effective the beginning of the first full pay period in January 2019, all Progression Through Training Program participants who have successfully completed their Progression Through Training Program, shall receive a one-time, non-pensionable, lump sum payment of \$1,000. Lump sum payments shall not be included as base pay.~~

IBB-approved Progression Through Training Programs will be structured to provide a pay progression from one classification to another classification ~~and may span multiple pay grades through a~~ wide PTTP pay range.

B. Employees participating in a Progression Through Training Program will be given information regarding how the progression works and the

penalty, if any, for not progressing in the program. In addition, the employee will be required to sign a statement of receipt and understanding which states he/she has been given this information prior to participating in the program that has penalties for failure to progress.

C. Transitional Pay Ranges

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

ED. 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 PTTP.

where the union disagrees, PERC will decide the issue.

34.79 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.

34.810 Living Wage

A. ~~Effective January 14, 2019, the beginning of the first~~second full pay period following ratification, employees whose base hourly rate is, after any adjustments provided in ~~34.1~~34.2 and/or 34.3 above, less than ~~\$13.25~~\$13.75, shall have their base hourly rate increased to ~~\$13.25~~\$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 during whichafter 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 during whichafter 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.~~the event ratification occurs after January 14, 2019, this adjustment shall be made retroactive to January 14, 2019.~~

B. ~~Effective January 14, 2019 or upon ratification, whichever later occurs,~~no employee shall be hired at a base hourly rate of pay that is less than ~~\$13.25~~\$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 \$14.25, shall have their base hourly rate increased to \$14.25 per hour. In addition, effective January 11, 2021, no employee shall be hired at a base hourly rate of pay that is less than \$14.25 per hour.

1 D. There shall be no increase to the Living Wage after the adjustments
2 provided ~~in 34.8.A. and 34.8.B. above~~herein, unless and until there
3 is a new Agreement in effect providing for such increases.

4 34.911 In the event an employee is subject to an income deduction order, the City
5 shall charge the employee an administrative fee, or fees, in accordance with
6 limits established by law.

7 ~~34.10 — This article may be reopened one time during the term of this agreement, by~~
8 ~~either party upon written notice to the other, to renegotiate paragraphs 34.1,~~
9 ~~34.3, 34.5 and/or 34.8 only.~~