# 191135B

CWA Supervisory 2019 - 2021 2020 Amendments

1			ARTICLE 34
2			WAGES
3	34.1	Pay R	ange Adjustments
4		Effect	ive the beginning of the first full pay period following ratification of this
5		amen	dment, pay ranges shall be adjusted as reflected in the City's published Pay
6		Plan.	
7	34.2	Trans	itional Wage Increases
8		Α.	Employees covered by this Agreement, employed on or before October 1,
9			2019, who are not in a Supervisory Progression Through Training
10			Program (PTTP), shall have their years in position (YIP) computed to the
11			second decimal place as of October 1, 2019. This value shall serve as the
12			basis for determining an employee's Market Threshold and the total value
13			of his/her Transitional Wage Increase. Market Threshold shall be
14			computed as follows:
15			<ul> <li>(New pay grade midpoint – new pay grade minimum) ÷ 7 =</li> </ul>
16			value of one full year in position (YIP).
17			<ul> <li>Employee's YIP x value of one full year in position + new pay</li> </ul>
18			grade minimum = Market Threshold, limited by the new pay
19			grade market.
20		<u>B.</u>	Employees hired after October 1, 2019; those who are in a SPTTP; and
21			those who are in jobs for which a SPTTP exists but who did not opt-in;
22			shall not be eligible for Transitional Wage Increases described in this
23			paragraph.
24		<u>C.</u>	An eligible employee's Transitional Wage Increase shall be equal to the
25			difference between his/her base salary and his/her Market Threshold,
26			limited by the new pay grade market.
27		D.	Except as provided in 34.2.G below, the Transitional Wage Increase, if
28			any, will be added to any eligible employee's base rate of pay in three
29			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 firstsecond full	Transitional Wage
	pay period following	Increase/3
	ratification	
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 during whichafter 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

during whichafter final ratification occurs.

<del>34.1</del> 34.3	Congral Increases and Lump Sum Dayment
<del>34. I</del> <u>34.3</u>	General Increases and Lump Sum Payment

Effective the beginning of the first second full pay period following ratificationin January 2019, employees covered by this Agreement, who were employed as a bargaining unit employee as of October 1, 2019, being paid within the pay range of their appropriate classification, except those participating in the Deferred Retirement Option Program (DROP) and those who have not completed their Supervisory 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) agreementlimited by the pay range maximum. Employees whose individual base rate prior to the increase is less than 2% from or equal to the range maximum shall have their base rate increased to the maximum of the range, as necessary, and shall receive a one-time, nonpensionable, 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 during whichafter final ratification occurs.

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2021, unless and until there is a new Agreement in effect providing for such 1 2 increases. 3 34.<del>2</del>4 Retiree Health Savings Plan 4 Employees covered by this Agreement shall have their base pay rate 5 6 reduced by 1.5% and the employer shall contribute such amount to the 7 Retiree Health Savings (RHS) plan adopted by the City Commission. 8 9 34.<del>3</del>5 Merit or Performance Increases Α. There shall be no Merit or Performance Increases during the term of 10 this Agreement, and no Merit or Performance Increases after the 11 12 expiration of this Agreement, unless and until there is a new agreement in effect providing for such increases. 13 B. For regular (non-probationary) employees, the review period is a one-14 year period from October 1 through the next September 30. 15 16 Employees will continue to be reviewed, but there will be no Merit or Performance Increases associated with these reviews. 17 C. 18 Unless otherwise provided, DROP employees' rate of pay shall be subject to the limitations provided for in each individual's DROP 19 20 agreement. 21 22 34.46 Classification Changes Promotion Α. 23 24 When an employee is promoted, his/her salary shall be advanced to a 25 rate in the new pay range which would provide at least a five percent 26 (5%) increase, except as provided in paragraph 34.57. B. Transfer 27 28 There shall be no immediate change in the salary rate of an employee 29 who is transferred. A transfer shall be defined as a move from one position to another with no change in classification. If an employee 30 competes for and is hired into a position in a class having the same or 31

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a lower salary range, the rate of pay shall be set in accordance with HR Policy C-3: Changes in Employee Status Affecting Compensation.

## C. <u>Temporary Assignments</u>

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 1 2 following: 3 • There are demonstrated recruitment or retention problems in a 4 position class or potential recruitment or retention problems due to projected retirements or turnover and there is actual evidence that 5 the City of Gainesville compensation is materially below market, 6 7 based on bona fide data for the appropriate recruitment market, 8 taking into account the total compensation for the position class. The lump sum for "hot" market jobs will be applied to each individual 9 10 in the class who has the requisite skills. The IBBT will approve any market adjustments, but the final 11 decision as to the initiation and withdrawal of the adjustment will 12 rest solely with management, to include the Human Resources 13 Department. 14 These "hot" market job lump sum payments will not be included 15 16 in determining final average earnings (FAE) for the calculation of 17 pension benefits. 18 19 34.<del>5</del>7 Progression through Training Employees participating in the Supervisory Progression Through Α. 20 21 Training Program (SPTTP) shall be given information regarding how the progression program works and the penalty, if any, for not 22 progressing in the program. In addition, the employee shall be 23 24 required to sign a statement of receipt and understanding which states he/she has been given this information prior to participating in the 25 26 program. B. Employees participating in the SPTTP shall receive wage increases 27 28 solely in accordance with the terms of the SPTTP, and as otherwise expressly stated in this article. General Increases shall be given as 29 30 provided in paragraph 34.3 above. C. All newly appointed Supervisors of employees participating in IBBT 31

approved PTTPs shall be participants in the SPTTP.

- D. All existing Supervisors of employees participating in an IBBT approved PTTP may elect to voluntarily participate in the SPTTP at any time. Once an existing Supervisor has entered the program, he/she may elect to end their participation within the first six (6) months but in doing so, forfeits the opportunity to opt into the program at a later date.
- E. An evaluation tool was developed specifically for use by Supervisors participating in the SPTTP. The intention was to use this tool to pilot an extension of the PTTP philosophy (a direct link between performance and pay) beyond the acquisition of Knowledge, Skills and Abilities (KSA) into the use and application of those KSAs. The terms and conditions necessary for implementation of this evaluation tool will be jointly developed by a work group comprised of representatives from the CWA and Management, appointed by the IBBT. Their work product must be approved by the PTTP Board, and finally by the IBBT prior to inclusion in the SPTTP.

## F. Transitional Pay Ranges

- Each individual participating in the Supervisory Progression Through Training Program has a pay chart indicating the wage assigned to each level in the program. All PTTPEach participant will have a new pay charts produced for the initial year of the transition.
- Each year of the transitional period, each program participant will
   have a revised pay chart produced indicating whether that program
   has an increase in either the base or endpoint of the program.
- Any Supervisory 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.
- Supervisory 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 1 2 from October 7, 2019 forward to the end of the first full pay period 3 during whichafter final ratification occurs. This prorated payment shall be arrived at by dividing the annualized difference in their 4 PTTP base pay as of October 7, 2019 by 26, and multiplying that 5 number for each pay period between October 7, 2019 and the 6 7 end of the first full pay period during whichafter final ratification 8 occurs. 9 If the City proposes removal of a classification(s) from the bargaining unit, and 10 34.<del>6</del>8 where the union disagrees, PERC will decide the issue. 11 12 13 34.<del>7</del>9 **Direct Deposit** All employees covered by this Agreement will be required to have and 14 maintain a direct deposit account for the purpose of receiving their 15 16 employment compensation. 17 In the event an employee is subject to an income deduction order, the City 18 34.<del>8</del>10 shall charge the employee an administrative fee, or fees, in accordance 19 20 with limits established by law. 21 22 This article may be reopened one time during the term of this agreement. 34.9 by either party upon written notice to the other, to renegotiate paragraphs 23 34.1, 34.3 and/or 34.5 only. 24

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