

**FIRST AMENDMENT TO THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN
CITY OF CLEARWATER AND CWA LOCAL 3179**

This First Amendment is entered into by and between the City of Clearwater and Communication Workers of America, Local 3179. For good and valuable consideration, the Parties hereto agree and acknowledge as follows:

The Parties have entered into a Collective Bargaining Agreement covering the period October 1, 2023 through September 30, 2026 (“CBA”). In November 2023, the Parties mutually agreed to reopen the CBA for the purpose of discussing the implementation of the Evergreen Solutions Classification and Compensation Study.

1. As a result of the foregoing, Article 9, Section 1 shall be amended as follows:

**ARTICLE 9
WAGES & COMPENSATION**

Section 1. Salary

- A.1. Effective on the first day of the payroll period that includes January 1, 2024, the following shall occur:

Appendix A shall be replaced with Appendix A.1, which is incorporated by reference and attached hereto.

Appendix B shall be replaced with Appendix B.1, which is incorporated by reference and attached hereto.

All employees will receive a 1.5% general wage increase to base pay. Employees may also receive a pay adjustment based on a calculation of hybrid years of service with the City as of January 1, 2024.

The hybrid years are determined by valuing years of service in the employee’s current job classification at 100% and other years of service with the City at 30%. Other years of service are all years of service with the City except those in the employee’s current job classification. All years of service are based on an employee’s seniority date.

For example, if an employee has 2 years in their current job classification and 10 total years with the City, the other years of service is 8 years. The other years of service is multiplied by 30%, which is 2.4 years. The 2 years (current job classification) and the 2.4 years (other years) are added together to get the hybrid years, which is 4.4 years.

The pay adjustment is based on a 25-year parity, meaning that an employee is expected to take 25 years to move from the minimum to the maximum of their pay range. To further

calculate the pay adjustment, the hybrid years are divided by 25. In this example, the amount is 0.176.

This amount is now multiplied by the difference between the maximum of the employee's new pay range and the minimum of that same pay range, which is the employee's pay adjustment.

The pay adjustment is added to the minimum of the employee's new pay range for their new annual base salary.

The Calculation is as follows:

Years in current job classification position plus (Other years with the City multiplied by 0.30)

Divide by 25

Multiply this amount by (New maximum pay grade dollar amount – New minimum pay grade dollar amount). This is the pay adjustment.

Add the pay adjustment to new minimum pay grade dollar amount. This is the new annual base salary.

In the event an employee's pay adjustment is greater than the general wage increase, the employee will only receive the pay adjustment. In the event the general wage increase is greater than the pay adjustment, the employee will only receive the general wage increase.

In no event shall any employee receive more than a \$20,000.00 pay adjustment increase. Employees may only receive increases up to the maximum rate of pay in Appendix B.1 and will not receive any increase that exceed the maximum rate of pay in Appendix B.1.

This subsection (A)(1) shall not be subject to the Article 6 Grievance Procedures. On behalf of the employees covered by this Agreement, the Union hereby waives the rights of these employees to resort to the Article 6 Grievance Procedure concerning all matters contained in this subsection (A)(1).

2. As a result of the foregoing, Article 9, Section 8 shall be amended as follows:

Section 8. Assignment Pay Differential

- A. A Department Director may, at his/her discretion and with the approval of the City Manager/designee and consent of the Union, designate a specific position or positions within a job classification which shall be eligible to receive a 5% Pay Differential when the duties of the position differ from others in the same classification in their difficulty, complexity, responsibility, or hazardous nature to the extent that additional compensation

is deemed warranted. Assignments to positions may be on a rotational basis, or may be offered to employees in the respective classification based upon City seniority, however the Department Director shall have the right to remove any employee from such assignment in conjunction with a development plan if performance is deemed unsatisfactory.

- B. Solid Waste Equipment Operators and Solid Waste Workers who are assigned and complete two full routes on one work day during a work week that pickups are limited by a City designated Holiday shall receive a premium pay equivalent to four hours of pay based on the employee's base rate of pay. Such premium pay shall not constitute hours worked or to be accumulated toward the calculation of overtime.
 - C. Bargaining unit members designated as certified Bi-Lingual Interpreter, who have successfully passed a proficiency exam and where the position calls for interpretation skill sets, shall be eligible to receive \$25.00 per payroll period for part-time employees and \$50.00 per payroll period for full-time employees in addition to the employee's current base rate of pay with the approval by their Department Director.
 - D. Incumbents in the classifications of Industrial Electricians, Utilities Electronic Technician, Utilities Mechanic, Utilities Maintenance Foreman, and Utilities Maintenance Supervisor upon the effective date of this Agreement who are assigned to the maintenance of the Public Utilities infrastructure which includes plants and lift stations shall be eligible to receive a 5% Pay Differential.
 - E. The classification of Building Construction Inspector shall also be eligible for a licensure pay differential of \$50 per payroll period in addition to the respective incumbent's base rate of pay for the possession and maintenance of each valid plans examiner license offered by the State of Florida Building Code Administrators and Inspectors Board when the employee is directed by their department to utilize such license at any time during the payroll period.
3. As a result of the foregoing, Article 9, Section 10 shall be amended as follows:

Section 10. Certification Pay

- A. Incumbents in the classifications of Fleet Mechanic, Mechanic Fabricator, Fleet Mechanic Supervisor, Fleet Parts Specialist, and Warehouse Supervisor who obtain and maintain job-related ASE certifications in accordance with standards established by the City shall receive \$0.50 per hour in addition to the employees' base rate of pay for each such certification obtained and maintained up to a maximum of seven (7) such certifications. City fleet service mechanics who obtain and maintain the required ASE certifications constituting the designation of ASE Master in a City authorized module of study shall receive \$5.00 per hour in addition to the employees' base rate of pay in lieu of the individual certification pays described above. The City agrees to pay the cost of the training and examination process for each certification the first time employees attend such only. The City reserves the right to determine the appropriate certifications that will be entitled to the additional compensation.

- B. ~~The classifications of Beach Lifeguard and Senior Beach Lifeguard shall be eligible for a 5% certification pay differential in addition to the respective incumbent's base rate of pay for the possession and maintenance of a valid State of Florida Emergency Medical Technician certification.~~

~~The classifications of Aquatics Coordinator and Pool Lifeguard who obtain and maintain job related Water Safety Instructor, Lifeguarding, or Emergency Medical Responder certifications shall receive \$0.25 per hour in addition to the employees' base rate of pay for each certification up to a maximum of three (3) certifications.~~

- C. ~~The classification of Building Construction Inspector shall be eligible for a 15% licensure pay differential in addition to the respective incumbent's base rate of pay for the possession and maintenance of two or more valid inspector licenses offered by the State of Florida Building Code Administrators and Inspectors Board. The classification of Building Construction Inspector shall also be eligible for a licensure pay differential of \$50 per payroll period in addition to the respective incumbent's base rate of pay for the possession and maintenance of each valid plans examiner license offered by the State of Florida Building Code Administrators and Inspectors Board when the employee is directed by his/her department to utilize such license at any time during the payroll period.~~

~~The table below establishes parameters within the current pay range to identify pay level in relation to the license(s) held.~~

Licenses Held	Starting Compensation
One (1) license	\$52,000
Two (2) licenses	\$54,000
Three (3) licenses	\$57,000
Four (4) licenses	\$60,000

- D. ~~Incumbents in the classifications of Water Distribution Operator and Water Distribution Lead Operator, Water Distribution Foreman, and Water Distribution Supervisor who obtain and maintain job related Water Distribution Operator Licenses in accordance with standards established by the City shall receive \$50.00 per payroll period in addition to the employee's base rate of pay. The City agrees to pay the cost of the examination process for each level certification.~~

~~Incumbents in the classification of Water Quality Technician who obtain and maintain job related Water Distribution Operator or Water Treatment Plant Operator Licenses in accordance with standards established by the City shall receive \$50.00 per payroll period in addition to the employee's base rate of pay. The City agrees to pay the cost of the examination process for each level certification.~~

~~Incumbents in the classifications of Water/Wastewater Plant Operator C, Water/Wastewater Plant Operator B, Water/Wastewater Plant Operator A, and Chief~~

~~Water/Wastewater Operator shall receive \$50.00 per payroll period if classified as a “C” licensed Operator; \$100.00 per payroll period if classified as a “B” licensed Operator; and \$150.00 per payroll period if classified as an “A” licensed Operator or Chief Operator, in addition to the employee’s base rate of pay.~~

- E. B. Police Telecommunicators, Senior Police Telecommunicators, and Police Telecommunicator Supervisors, who are hired on or after October 1, 2022, shall receive a 3% increase to base pay for each of the following training tasks successfully completed: (i) call-taker-training and successful completion of the related state exam; (ii) information/CJIS terminal training; (iii) dispatcher training.

Incumbent Police Telecommunicators, Senior Police Telecommunicators, and Police Telecommunicator Supervisor, who were hired prior to October 1, 2022, shall receive 1.5% increase to base pay for each of the training tasks, as listed in the previous paragraph, completed as of October 1, 2022. Incumbent employees in these classifications will not be eligible for further training-related adjustments.

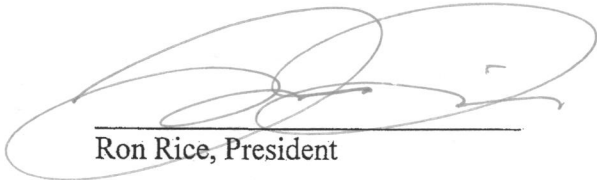
Police Telecommunicators, Senior Police Telecommunicators, and Police Telecommunicator Supervisors shall receive each training-related adjustment only once regardless of job classification or adjusted amount.

4. Except as provided in this First Amendment, all other terms and conditions of the CBA remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment on this 19 day of December 2023.

COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 3179




Ron Rice, President

CITY OF CLEARWATER

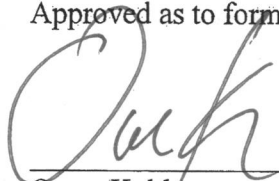


Brian Aungst Sr.
Mayor



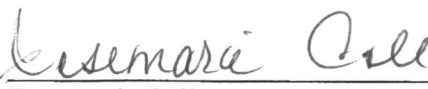
Jennifer Poirrier
City Manager

Approved as to form:



Owen Kohler
Lead Assistant City Attorney

Attest:



Rosemarie Call
City Clerk



APPENDIX A.1
Alphabetical Listing of Job Classifications

Proposed Job Title	Proposed Salary Range
Account Collector I	3
Account Collector II	5
Accounting Technician I	4
Accounting Technician II	6
Air Conditioning Technician	9
Aquatics Coordinator	5
Arborist	9
Beach Lifeguard I	2
Beach Lifeguard II	4
Billing Specialist	5
Building & Maintenance Supervisor	12
Building Inspector I	11
Building Inspector II	12
Building Inspector III	13
Building Inspector IV	14
Building Inspector Technician	7
CAD & GIS Technician I	10
CAD & GIS Technician II	12
City Clerk Specialist	6
Code Inspector I	9
Code Inspector II	11
Construction Inspector I	8
Construction Inspector II	10
Container Maintenance Worker	2
Contracts & Procurement Specialist	6
Custodial Worker	1
Customer Service Representative I	2
Customer Service Representative II	5
Customer Service Specialist	4
Customer Service Trainer	7
Development Review Technician I	8
Development Review Technician II	9
Development Review Technician III	11
Electrical Apprentice	3
Electrical Supervisor	12
Engineering Technician	8
Environmental Code Enforcement Inspector	10

APPENDIX A.1
Alphabetical Listing of Job Classifications

Proposed Job Titles	Proposed Salary Range
Fire Apparatus Mechanic	8
Fleet Buying Coordinator	9
Fleet Mechanic	6
Fleet Mechanic Supervisor	12
Fleet Operations Trainer	7
Fleet Parts Specialist	3
Gas Operations Supervisor	15
Gas System Specialist	13
Gas Technician I	4
Gas Technician II	6
Gas Technician III	9
Gas Technician Apprentice	2
Graphic Designer I	8
Graphic Designer II	10
Industrial Electrician	11
Industrial Pretreatment Inspector	9
Industrial Pretreatment Inspector II	11
Lead Water Distribution Operator	11
Lead Water Plant Operator	13
Lead Wastewater Treatment Plant Operator	13
Library Assistant I	2
Library Assistant II	4
Library Page	1
Licensed Electrician	9
Maintenance Worker	1
Marine Facility Operator	2
Mechanic Fabricator	7
Meter Reader I	1
Meter Reader II	4
Parking Attendant	1
Parking Citation Assistant	2
Parking Enforcement Specialist	3
Parking Enforcement Supervisor	10
Parking Meter Technician	4
Parking Supervisor	9
Parking, Facilities & Security Aide	1
Parks Heavy Equipment Operator	6

APPENDIX A.1

Alphabetical Listing of Job Classifications

Proposed Job Title	Proposed Salary Range
Parks Service Supervisor I	8
Parks Service Supervisor II	10
Parks Service Technician I	1
Parks Service Technician II	3
Parks Service Technician III	5
Payroll Technician I	6
Payroll Technician II	9
Plumber	9
Police Office Specialist	3
Police Property Clerk	3
Police Property Supervisor	9
Police Records Specialist	7
Police Telecommunicator I	8
Police Telecommunicator II	10
Police Telecommunicator Supervisor	12
Pool Lifeguard	1
Recreation Coordinator I	5
Recreation Coordinator II	7
Recreation Facilities Support Custodian	2
Recreation Leader I	1
Recreation Leader II	3
SCADA Specialist	15
School Crossing Guard Coordinator	5
Skilled Tradesworker	4
Skilled Tradesworker II	7
Skilled Tradesworker III	9
Solid Waste Accounts Coordinator	4
Solid Waste Boom Crane Operator	4
Solid Waste Equipment Operator	4
Solid Waste Operations Supervisor	11
Solid Waste Service Supervisor I	8
Solid Waste Service Supervisor II	11
Solid Waste Technical Operator	4
Solid Waste Worker I	1
Solid Waste Worker II	3
Staff Assistant I	3
Storeskeeper	3

APPENDIX A.1
Alphabetical Listing of Job Classifications

Proposed Job Title	Proposed Salary Range
Stormwater Heavy Equipment Operator	6
Stormwater Supervisor I	9
Stormwater Supervisor II	13
Stormwater Technician I	4
Stormwater Technician II	6
Stormwater Technician III	8
Street Sweeper Operator	5
Streets & Sidewalks Supervisor	11
Streets & Sidewalks Technician I	4
Streets & Sidewalks Technician II	6
Streets & Sidewalks Technician III	8
Survey Assistant I	3
Survey Assistant II	5
Survey Crew Leader	8
Traffic Engineering Assistant	4
Traffic Operations Supervisor	12
Traffic Sign & Marking Technician I	5
Traffic Sign & Marking Technician II	8
Traffic Signal Technician I	8
Traffic Signal Technician II	10
Traffic Signal Technician III	11
Transfer Station /Scales Operator	4
Tree Trimmer	3
Utilities Electronics Technician	9
Utilities Lead Mechanic	10
Utilities Maintenance Supervisor I	13
Utilities Maintenance Supervisor II	15
Utilities Mechanic	7
Utility Dispatcher I	2
Utility Dispatcher II	3
Warehouse Supervisor	8
Wastewater Collections Supervisor I	13
Wastewater Collections Supervisor II	15
Wastewater Collections Technician I	3
Wastewater Collections Technician II	8
Wastewater Collections Technician III	10
Wastewater Treatment Plant Operator A	12

APPENDIX A.1
Alphabetical Listing of Job Classifications

Proposed Job Title	Proposed Salary Rate
Wastewater Treatment Plant Operator B	10
Wastewater Treatment Plant Operator C	8
Wastewater Treatment Plant Operator Trainee	3
Water Distribution Operator	8
Water Distribution Operator Trainee	3
Water Distribution Supervisor I	13
Water Distribution Supervisor II	15
Water/Wastewater Treatment Plant Chief Op	15
Water Plant Operator A	12
Water Plant Operator B	10
Water Plant Operator C	8
Water Plant Operator Trainee	3
Water Quality Technician	8
Welder/Manufacturer	5

Appendix B.1
C.W.A. Pay Range Tables
2080 Annual Hours

Salary Range	FY23/24 Annual Min*	FY 23/24 Annual Max
1	36,300.00	58,080.00
2	38,115.00	60,984.00
3	40,020.75	64,033.20
4	42,021.79	67,234.86
5	44,122.88	70,596.60
6	46,329.02	74,126.43
7	48,645.47	77,832.75
8	51,077.75	81,724.39
9	53,631.63	85,810.61
10	56,313.21	90,101.14
11	59,128.87	94,606.20
12	62,085.32	99,336.51
13	65,189.58	104,303.34
14	68,449.06	109,518.50
15	71,871.52	114,994.43

* In no event shall any employee make less than minimum wage per State Statute.

Appendix B.1
C.W.A. Pay Range Tables
1950 Annual Hours

Salary Range	FY23/24 Annual Min*	FY 23/24 Annual Max
1	34,031.25	54,450.00
2	35,732.81	57,172.50
3	37,519.45	60,031.13
4	39,395.43	63,032.68
5	41,365.20	66,184.32
6	43,433.46	69,493.53
7	45,605.13	72,968.21
8	47,885.39	76,616.62
9	50,279.66	80,447.45
10	52,793.64	84,469.82
11	55,433.32	88,693.31
12	58,204.99	93,127.98
13	61,115.24	97,784.38
14	64,171.00	102,673.60
15	67,379.55	107,807.28

* In no event shall any employee make less than minimum wage per State Statute.