

**PROFESSIONAL  
EMPLOYEE  
ORGANIZATION  
AGREEMENT**

between

CITY OF HOLLYWOOD

and

HOLLYWOOD, FLORIDA, CITY EMPLOYEES  
LOCAL 2432 OF AFSCME, AFL-CIO  
A.K.A. AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
Local 2432

October 1, 2021

through

September 30, 2022

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## **ARTICLE 1 - RECOGNITION**

Section 1: The employer recognizes Local 2432, Hollywood, Florida, City Employees Local 2432 of AFSCME, AFL-CIO (hereafter the "Union") as the sole and exclusive bargaining agent, with respect to wages, hours, pensions, and other conditions of employment, for all Employees in the bargaining unit, as per PERC Certification Number 1239 (RC-98-088) granted by the Florida Public Employees Relations Commission, and clarified in UC-2000-020 and UC-2018-002, attached as Appendix I, and as may be amended in the future by the appropriate authority of the State of Florida.

Section 2: The Union recognizes the City Manager (or designee) as the exclusive representative for the City of Hollywood, Florida (hereafter the "City" or "Employer"). The Union, its agents and representatives, agree to bargain collectively pursuant to FL. Statute 447 only with the City Manager or his/her designee.

Section 3: The parties agree that if new classifications are created or existing classifications are modified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new/modified classifications shall be included in the Bargaining Unit. This paragraph deals solely with the placement of new/modified positions in the Bargaining Unit and it is not intended to nor shall it diminish or enhance the rights of the parties as set forth in Article 31.

Section 4: The City recognizes and shall deal with the appropriate Union Business Agent, International Representatives and any other Union members and/or attorneys, designated by the Union President, in those matters relating to collective bargaining and administration of the Collective Bargaining Agreement (the "Agreement") between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President, or designee.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Section 1: Subject to the provisions of this Agreement, it is the right of the City to determine unilaterally:

- a) the purpose of each of its constituent agencies
- b) set standards of services to be offered to the public.
- c) exercise control and discretion over its organization and operations.
- d) manage and direct its workforce including the right to take disciplinary action for just or proper cause; hire, promote, rehire, recall, demote for cause, transfer, lay-off or relieve its employees from duty because of lack of work or other legitimate reasons.
- e) to schedule and assign work to be performed.

Section 2: Any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement are retained by the City. However, nothing in this Agreement shall preclude the formation/establishment of past practices commencing subsequent to the execution of this Agreement. In the event that there is a dispute between the parties concerning the existence of a past practice, the Union shall have the right to utilize the grievance and arbitration procedures to determine the existence of a practice and the appropriate remedy if a violation occurs.

Section 3: Any rule or policy which is in effect upon execution of this Agreement, the subject matter of which is not addressed in this Agreement, may be modified by the City after twenty days written notice to the Union. The Union may request and the City shall hold a meeting to discuss the change within the twenty day period. Any modification/revision by the City, however, shall be neither arbitrary nor capricious and shall be done for the purpose of furthering the objective operational needs of the City.

### **ARTICLE 3 – NON-DISCRIMINATION**

Section 1: No employee covered by this Agreement will be discriminated against by the City or the Union with respect to the job benefits or other terms or conditions of employment because of the employee's membership or non-membership in the Union.

Section 2: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, gender, disability, marital status, sexual orientation, and/or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

## **ARTICLE 4 - PAYROLL DEDUCTION OF DUES**

**Section 1:** On receipt of a lawfully executed written authorization form from an employee, the City will deduct from the employee's pay the amount so specified by said employee, but not less than regular dues.

**Section 2:** The Payroll Division will remit to the Union Treasurer such sums bi-weekly, together with a list of employees for whom deductions were made.

**Section 3:** Changes in the Union's membership dues rate shall be certified to the City, in writing, over the signatures of the authorized officer or officers of the Union, at least thirty (30) days in advance of the effective date of such change.

**Section 4:** The City's remittance shall be deemed correct if the Union does not give a written notice to the City within two (2) calendar weeks after remittance is received of its belief, with reasons stated therefore, that the remittance is incorrect.

**Section 5:** The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

**Section 6:** When an employee has been suspended or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the City shall, in the manner outlined in Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

## **ARTICLE 5 - UNION BUSINESS**

Section 1: The Local Union President or designee may be allowed time off work with pay, up to a total of 156 hours per fiscal year, to attend during working hours City Commission meetings, Pension Board meetings, meetings with City Administrators and/or Elected Officials that relate to joint City and Union business, and pre-negotiations meetings (during such times that negotiations for a successor collective bargaining agreement are ongoing) (hereinafter, collectively referred to as "Union Business"). Hours not used during the fiscal year shall not roll over to the next fiscal year. On all such occasions the Union President and/or designee shall give notice of any such meeting to their supervisor and the Office of Human Resources. Approval shall not be unreasonably withheld by any of their supervisors.

Section 2: The Employer agrees to allow two (2) Union members, designated in writing by the Local President up to seven (7) days each off without pay each calendar year to attend Union Seminars, Conventions and other Union functions. These days off may not be permitted to accrue from year to year if not used. In order to insure proper coverage of assignments, the Department Head should be notified no later than twenty (20) days prior to the aforementioned events.

Section 3: Up to two (2) persons designated as part of the Union bargaining team shall be permitted to attend negotiations without loss of pay provided that the negotiation sessions occur during the employee's regular working hours. The Union, at least ten (10) days prior to the commencement of collective bargaining negotiations for a successor collective bargaining agreement, shall provide written notice to the City Manager and the Office of Human Resources of the names of the two (2) employees designated by the Union to be part of the bargaining team.

## **ARTICLE 6 – WAGES & LONGEVITY**

Section 1: Effective the first full pay period on or after October 1, 2021, the pay ranges within the Bargaining Unit shall increase by two percent (2%). The new minimum and maximum pay range for each job classification within the Bargaining Unit is contained in Appendix II. The City shall have the right to hire employees within the pay range of the job classification.

Section 2: Effective the first full pay period on or after October 1, 2021, employees whose base pay (excluding longevity, and assignment pay, certification pay, hereinafter collectively “Enhancements”) is below the top of the pay range for their positions shall receive a two percent (2%) wage increase on their base pay for the first full pay period on or after October 1, 2021, provided that the increase does not place their base pay above the pay range for their positions. If it does, the employees shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay, as defined above, is at or above the top of the pay range on October 1<sup>st</sup> shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their base pay.

Section 3: Full-time employees hired prior to October 1, 2021, shall receive a one-time, lump sum, payment equal to 1% of their enhanced annual salary which was in effect on September 30, 2021.

Section 4: Certification pay is calculated using the sum of an employee’s base pay, wage increases (COLA), and longevity pay. Such sum shall be collectively referred to as the “adjusted base rate of pay.”

Section 5: Longevity.

A. All employees who reach the following dates of continuous years of City service, shall be paid prospectively the following additional longevity pay compensation, which shall be applied to the base rate of pay:

(1)	10 years of continuous City service	5.0%
(2)	15 years of continuous City service	3.0%
(3)	20 years of continuous City service	2.0%

Section 6: The salary range for Professional employees may be exceeded without limit by Agreement Articles which provide for increases to base rate of pay to the extent that the languages specify.

## **ARTICLE 7 - HOURS OF WORK**

Section 1: The normal work schedule shall be Monday through Thursday or Monday through Friday with a forty – (40) hour workweek.

Section 2: The normal workday shall consist of nine (9) or eleven (11) consecutive hours of work in the 24 hour period with a one (1) hour unpaid lunch break. The employees shall be entitled to two (2) fifteen minute breaks one in the morning and one in the afternoon. Employees working a ten (10) hour day shall receive two (2) twenty (20) minute breaks in lieu of the 15 minute breaks.

Section 3: As professional employees, it is expected that employees' hours of work may be irregular, intermittent and employee controlled. Employees are expected to complete their work assignments within applicable time periods as appropriate. Employees are to be allowed flexibility in scheduling to reflect any demands of evening, weekend and holiday work assignments that may be necessary to meet deadlines.

Section 4: In accordance with existing City policy, employees may take personal time off during the workday, without utilizing available leave provided under this Agreement and any work not performed is made up within a reasonable period and such absence will not interfere with City operations. Use of such personal time shall be limited to no more than four (4) hours in any workday and shall be subject to approval by the City, prior to such absence. The City's approval shall not be unreasonably withheld.

## **ARTICLE 8 - CERTIFICATION PAY**

Section 1: Employees who obtain a job-related certification listed below after being hired by the City, will receive a five percent (5%) differential above the adjusted base rate of pay. However, employees shall not be paid for more than one (1) of any certification in this Article.

- (a) Florida Professional Engineer (P.E.)
- (b) Certified Public Accountant (CPA)
- (c) Certified Internal Auditor (CIA)
- (d) Florida licensed registered Architect Certification
- (e) Microsoft Certified Solutions Developer (MCSD)
- (f) National Council of Architectural Registration Boards (NCARB) certification.
- (g) Cisco Certified Network Professional (CCNP)
- (h) Microsoft Certified Solutions Associate (MCSA)
- (i) Aquatic Facility Operator (AFO)
- (j) American Institute of Certified Planners (AICP) certification
- (k) Certified Public Finance Officer (CPFO)
- (l) Certified Government Finance Officer (CGFO)

Section 2: If during the term of this Agreement the City determines there are additional certifications required for a position within this bargaining Unit, then the City, through a letter of understanding, will pay for such certifications as provided in this Article.

Section 3: Systems Analyst who attained CNE or CNA certification prior to October 1, 2005 shall keep that certification pay provided they maintain the certification. No other employees shall be paid for this certification.

Section 4: For Certification pay purposes, employees are responsible for the entire cost of attaining the certification, and all continuing education units (CEUs) or credits required to maintain the certification, and travel costs (if any).

Section 5: An Engineer who acquires a P.E. certification after being hired by the City will, if appropriate, receive the 5% certification pay. However, these employees will remain in the Professional pay plan and will not be moved to the Engineer (Registered)

position in the Senior Professional category unless they are promoted or reclassified to the position of Engineer (Registered).

Section 6: Any certification pay provided in this Article 8 shall be treated as part of the employee's base pay for purposes of the pension plan's definition of compensation and employee contributions.

Section 7: Certification pay is calculated using the employee's adjusted base rate of pay.

## **ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING**

**Section 1:** If the City is considering contracting out or sub-contracting work, which will eliminate professional bargaining unit positions, the City shall notify the Union, no later than sixty (60) days prior to making the final decision.

For purposes of this Article, a displaced employee is defined as any professional employee who loses his/her position due to the effect of sub-contracting services otherwise provided by the City. Any employee not employed or electing not to be employed by the sub-contractor shall have the right to exercise all rights under this Agreement including, but not limited to, any bumping, transfer, filling vacancies, lay off and recall, to any position within Supervisory or Professional bargaining units in the City that he/she may be qualified except for a sworn police or certified firefighter position. Any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions.

## **ARTICLE 10 - WORK RULES**

Section 1: There shall be a single set of Rules and Regulations applicable to all employees of the bargaining unit which shall remain in full force and effect for the duration of this Agreement.

Section 2: The City will issue a copy of the Rules and Regulations to each new employee, upon hire, who is subject to those Rules and Regulations. Each employee will provide written acknowledgement of his/her receipt of the Rules and Regulations and will be held accountable for compliance therewith.

Section 3: The Rules and Regulations shall be amended to include the following:

All employees who are arrested and/or convicted for a felony involving a violent crime, theft and/or an offense requiring one to register as a sex offender have a duty to notify their supervisor and the Director of Human Resources within three (3) calendar days of the arrest and/or conviction. All employees must also notify their immediate supervisor and the Director of Human Resources within three (3) calendar days of any arrest and/or conviction for a misdemeanor and/or a felony that is directly related to their position of employment with the City. Failure on the part of the employee to notify their supervisor and Director of Human Resources as set forth above is grounds for disciplinary action, up to and including termination. Accrued leave may not be used for any time an employee is incarcerated.

## **ARTICLE 11 - PENSION AND PENSION PLAN**

Section 1: Employees shall receive pension benefits according to the provisions of the General Employees' Pension Plan in Chapter 33 of the City's Ordinances. Except as provided for in this Article, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.

Section 2: The City amended the General Pension Plan Ordinance on June 19, 2019, as follows:

- A. Creation and inclusion of three (3) categories of members. One category consisting of members hired prior to July 15, 2009 ("Group One Restored Members"); a second category consisting of general fund members hired on or after July 15, 2009, but prior to October 1, 2011, and non-general fund members hired on or after July 15, 2009, but prior to March 5, 2014 ("Group Two Restored Members"); and a third category consisting of general fund members hired on or after October 1, 2011, and non-general fund members hired on or after March 5, 2014 ("Group Three Members").
- B. Group One Restored Members: The following pension benefits in effect on September 30, 2011, were restored to Group One Restored Members as specifically provided in the following subsections:
  - 1) A normal retirement date of age 55 with five years of service or 25 years of credited service regardless of age;
  - 2) A vesting period of five years of credited service;
  - 3) A 3% multiplier each year of credited service, up to a maximum benefit of 81% of average final compensation;
  - 4) A new definition of average final compensation that shall be based on the member's highest 78 consecutive bi-weekly pay periods of credited service. Payments for accumulated sick and annual leave received by such member following separation from employment and included in compensation in accordance with the definition of compensation below shall be deemed to have been received in the final pay period;
  - 5) A definition of compensation to include a member's gross wages received from the City, including overtime and payments for accumulated annual leave and accumulated sick leave (subject to limitations set forth in state law), except as provided below:

- a. For members hired prior to October 1, 2002, and employed by the City on that date, compensation shall include payments for accumulated annual leave, but the amount of accumulated sick leave included in such member's compensation shall not exceed the amount accumulated as of October 1, 2002 (including the maximum limitation as of October 1, 1994). Such accumulated sick and annual leave shall be calculated at the member's total rate of pay at the time of retirement, or entry into the DROP plan or planned retirement benefit;
- b. For members hired after October 1, 2002, compensation shall include payments for accumulated annual leave, but no payment for accumulated sick leave shall be included in such member's compensation. Such accumulated annual leave shall be calculated at the member's total rate of pay at the time of retirement, or entry into the DROP plan or planned retirement benefit.
- c. For members who retire or enter the DROP on or after August 17, 2009, compensation shall exclude all earnings and payouts for blood time and compensatory time. In addition, the payouts for accumulated annual leave that may be counted as compensation for such members shall not exceed 125 hours for employees who retire from a position covered by the general employees' bargaining unit; and shall not exceed 60 hours per year for employees who retire from a position not covered by the general employees' bargaining unit.
- d. Employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the rules of the Internal Revenue Service Code shall be included in compensation for retirement purposes. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations, shall be disregarded.
- e. For the purposes of this division 5, the terms "accumulated annual leave" and "accumulated sick leave" shall be capped at the amount reflected in the payroll records of the City for each member of the plan in the first full pay period of March 2014.

6) Eligibility for non-duty disability benefits shall commence upon attaining five years of credited service;

7) A member who separates from city employment prior to attaining normal retirement date after having completed at least five years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 55 based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date;

8) Eligibility to participate in the DROP plan or the planned retirement benefit;

- a. Entry into the DROP on the earlier of the first day of any month following the employee's 55th birthday and tenth-year anniversary of credited service, or the first day of any month following the completion of a total of 25 years of credited service;
- b. A member hired prior to July 15, 2009, who was a member continuously from July 14, 2009, to June 19, 2019, who attained normal retirement date, who was not already participating in the planned retirement benefit before June 19, 2019, and who wanted to participate retroactively in the DROP plan was required to submit an irrevocable written election/decision within 60 days of June 19, 2019, to participate retroactively in the DROP plan starting on or after the date the member attained normal retirement date. Such member received a return of their employee contributions made from the date they designated to be the commencement of their DROP plan participation period, and continuing through the date of their election/decision, which was added to the participant's DROP plan account;
- c. Any member employed on June 19, 2019, and hired prior to July 15, 2009, who was a member continuously from July 14, 2009, to June 19, 2019, who became eligible to retire with normal retirement benefits, who was already participating in the planned retirement benefit before June 19, 2019, and who wanted to change from the planned retirement benefit to the DROP plan was required to submit an irrevocable written election/decision within 60 days of June 19, 2019, to change retroactively to the DROP plan starting on or after the date the member attained normal retirement date. Such member received a return of their employee contributions made from the date they designated to be the commencement of their DROP plan participation period, and continuing through the date of their election/decision, which was added to the participant's DROP plan account;
- d. No member shall receive any benefits from both the DROP plan and the planned retirement benefit;
- e. An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting or participation in the DROP plan or the planned retirement benefit;

9) For currently employed Group One Restored Members who retire on or after August 17, 2009, without entering the DROP, a 2% COLA shall be payable annually commencing three years after retirement benefits begin. For currently employed Group One Restored Members who enter the DROP on or after

August 17, 2009, a 2% COLA will be payable annually, commencing the later of three years after retirement benefits begin or one year after separation from employment following participation in the DROP;

- 10) The parties expressly agree that only the pension-related benefits specifically described above will be restored to Group One Restored Members. No other benefit, including wages or any other benefit that may have been reduced or eliminated at the time of the 2010 and 2011 declarations of financial urgency, will be restored;
- C. Group Two Restored Members: Group Two Restored Members shall receive the same retirement benefits as members hired prior to July 15, 2009, except as follows:
  - 1) The normal retirement dates shall be age 57 or older with 25 years of credited service; age 60 or older with seven years of credited service; or 30 years of credited service, regardless of age;
  - 2) The vesting period shall be seven years of credited service;
  - 3) Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of 2.5% of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;
  - 4) Average final compensation shall be based on the member's highest 104 consecutive bi-weekly pay periods of credited service;
  - 5) Compensation shall include only the member's base pay, which includes longevity pay, and certification pay, but no other payments shall be included;
  - 6) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;
  - 7) A member who separates from city employment prior to attaining normal retirement date after having completed at least seven years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 60 based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date;
  - 8) The member shall not be eligible to participate in the DROP plan or the planned retirement benefit;
  - 9) The member shall not be eligible for a COLA;

- 10) The parties expressly agree that only the pension-related benefits specifically described above will be restored to Group Two Restored Members. No other benefit, including wages or any other benefit that may have been reduced or eliminated at the time of the 2010 and 2011 declarations of financial urgency, will be restored;
- 11) An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting;

D. The employee contribution rate for Group One restored Members and Group Two Restored Members is 9%. Upon entry into the DROP plan, Group One Restored Members shall cease making employee contributions. Upon entry into the planned retirement benefit, Group One members shall continue to contribute the employee contribution rate until termination of employment.

E. Group Three Members shall receive retirement benefits as follows:

- 1) The normal retirement dates shall be age 62 or older with 25 years of credited service; age 65 or older with seven years of credited service; or 30 years of credited service, regardless of age;
- 2) The vesting period shall be seven years of credited service;
- 3) Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of 2.5% of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;
- 4) Average final compensation shall be based on the member's highest 130 consecutive bi-weekly pay periods of credited service;
- 5) Compensation shall include only the member's base pay, which includes longevity pay, and certification pay, but no other payments shall be included;
- 6) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;
- 7) A member who separates from city employment prior to attaining normal retirement date after having completed at least seven years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 65 based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date;

- 8) The member shall not be eligible to participate in the DROP plan or the planned retirement benefit;
- 9) The member shall not be eligible for a COLA;
- 10) The employee contribution rate will continue to be 8%;
- 11) An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting;

Section 3: Notwithstanding anything to the contrary contained in City Code Chapter 33, Section 33.025, any City employee who is a contributing member of this plan may purchase credited service under the plan for each period of prior or current City employment in a full-time position during which the employee was not a member of a contributory, defined benefit retirement plan of the City. Such member may enter into an agreement at any time prior to separation from City employment to purchase such credited service by paying a contribution of 8% of the compensation received during the period of prior employment, plus a buy-back fee of 4% of the total contribution amount. If the total contribution amount and buy-back fee is not fully paid by the time the member leaves City employment, an additional 6½% fee will be charged on the unpaid balance remaining when the member separates from City employment. Payments for the purchase of credited service must be made using any one or a combination of the following options:

- (i) Cash lump sum payment;
- (ii) Direct transfer or rollover of an eligible rollover distribution from a qualified plan;
- (iii) Time payment plan. Under this option, the member may elect to pay any remaining balance due for the purchase of credited service through a time payment plan approved by the City and the employee. Under such plan, bi-weekly payments shall be deducted from the member's compensation, and if there is any remaining balance due upon separation from City employment, monthly payments shall be deducted from the member's monthly pension benefit until the remaining balance is fully paid: provided that the deduction shall not exceed 20% of the member's gross monthly pension benefit;

Section 4: The parties agree that if the City proposes to re-employ a retiree age 62 or older pursuant to Section 33.025(II) of the Code of Ordinances, and the re-employed retiree would perform duties and responsibilities that are generally performed by one or more employees covered by a collective bargaining agreement for any of the bargaining units represented by the Union, prior to re-employing such retiree, the City shall notify the Union of such intent in writing. The Union shall provide its written response to each employment case on an individual basis, within 10) days (excluding Saturdays, Sundays and holidays) from receipt of such City notification. Provided the Union does not object to an individual reemployment decision, the City may re-employ the specific retiree for a period not to exceed ninety (90) days. If the Union timely objects, the City shall not proceed with the proposed reemployment. Upon mutual agreement, the initial ninety (90) day period may be extended one-time for up to another ninety (90) days.

Section 5: The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to the Collective Bargaining Agreement or the Pension Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive, whether resulting from an award by a tribunal or through settlement of any matter related to such changes. The Union also agrees to withdraw with prejudice immediately all grievances related to such changes.

Section 6:

- (a) Employees who have retired from the General Employees' Pension shall not be eligible for another pension from this fund. The above provisions are in conjunction with the April 26, 1997 Letter of Understanding contained in the previous (October 1, 1996 through September 30, 1999) collective bargaining agreement and shall be effective July 1, 1999.
- (b) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.
- (c) The actuarial assumption rate shall not be changed without the approval of the City.

Section 7: Employees who were hired prior to July 15, 2009, who enter the DROP on or after May 1, 2007 shall be considered as retirees and the following provisions shall apply to DROP participants:

- (a) DROP payments shall earn interest at the net investment earnings.
- (b) DROP participants shall be eligible for promotion.
- (c) DROP participants must sign an irrevocable decision on or before entering the DROP to separate from the City at the conclusion of their DROP participation.
- (d) DROP participants are eligible to participate in the City's Sick Leave Pool, but only if they have a minimum accumulation of ninety-six (96) hours of sick and/or vacation leave.
- (e) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

Section 8: The parties agree to meet on a quarterly basis during the term of this Agreement to explore different options so that the costs associated with the General Employees' Pension Plan and the pension plans' unfunded liability may be reduced. Present at these meetings shall be four (4) bargaining unit employees representing all three bargaining units represented by the Union (i.e., general, professional and supervisory) who shall be appointed by the Union and four (4) management representatives selected by the City Manager. The parties shall meet upon the request of either party, or at other specified times mutually agreed upon. The time spent by Union employees during these meetings shall not count as Union Business for purposes of Article 5.

## **ARTICLE 12 - SEVERABILITY**

Section 1: If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree to meet at a reasonable time to renegotiate a replacement provision.

## **ARTICLE 13 - LAYOFF AND RECALL**

Section 1: Seniority lists shall be established for each class title affected by a lay-off or abolishment of positions. All regular employees occupying positions in the affected class title shall be placed on seniority list. In the event it is necessary to reduce the workforce, including the abolishment of positions, employees shall be laid off in inverse order of seniority, i.e., junior employees first.

Section 2: An employee who is laid off or whose job is abolished pursuant to Section 1 shall, based on City-wide seniority, have the option of bumping either laterally or downward to a class title in the Professional Bargaining Unit for which the employee is qualified and/or has the ability to be trained to perform the essential tasks of the job within ninety (90) days of appointment. In the alternative, employees may, at the non-arbitrary discretion of the City Manager, be placed into a higher paid class title if qualified. Qualification criteria shall be based upon the approved position description.

Section 3: In the event of a lay-off, the City will make every effort to give as much notice as possible. In no event will employees receive less than sixty (60) days notice of lay-off, or, in lieu of notice, sixty (60) days pay at the employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices at least three (3) days prior to notices being furnished to the affected employees.

Section 4: Employees laid off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists and recalled in order of seniority, most senior first. Re-appointment shall be to any vacancies, which exist, first, in the class title from which the employee was laid-off; and second, in any position for which the employee is reasonably qualified and possesses citywide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

Section 5: Any employee, whose name is listed on a recall list, who refuses appointment to a position with a lower paygrade, will have up to two (2) opportunities to be rehired to a class title with a lower paygrade for a position for which the employee is reasonably qualified. If there is more than one position available, the employee shall be given the option of choosing the one equal to or closest to his/her former pay grade. If both

opportunities are declined, the employee shall have no further right to recall to a class title with a lower pay grade.

Section 6: Employees refusing re-employment in a class title with an equal or higher pay grade than originally held shall lose all recall rights.

Section 7: Employees refusing re-employment to their originally held class title and pay grade shall lose all recall rights, and if, at the time of the recall, they are currently employed in a lower classification, the employee's pay shall be lowered to the pay grade level applicable to the employee's years of service for that lower paid class title.

Section 8: If the recalled employee fails to respond in writing within fourteen (14) calendar days of the receipt of the notice of recall letter, then he/she shall be deemed to have refused the position offered.

Section 9: In the event an employee is not rehired or recalled within twenty-four (24) months following the date of his/her layoff, the City's obligation to recall that employee shall cease and his/her name shall be removed from the recall list.

Section 10: The City will provide the Union with the entire City recall list, bi-annually. The list will include dates of hire, dates of lay-off, classification(s) the laid off employee previously held and the name of the Department, Division or Office in which the employee worked on the date of the lay-off.

Section 11: Those employees who are afforded Veteran's Preference rights pursuant to Section 295.07 (1) (a-d), Florida Statutes, ("qualified employees") shall have their seniority dates adjusted solely for retention/layoff purposes as set forth in this Article in the following manner:

1. Three (3) months of City Service time ("City-wide seniority") shall be added to the City-wide seniority of qualified employees who have been employed by the City of Hollywood for five (5) years or less.
2. Six (6) months of City Service time ("City-wide seniority") shall be added to the City-wide seniority of qualified employees who have been employed by the City of Hollywood for more than five (5) years.

## **ARTICLE 14 - SICK LEAVE**

**Section 1:** Employees shall accrue up to eight (8) hours of sick leave for each month worked, pro-rated based upon paid hours worked each pay period. Sick leave shall be allowed to accrue without limit. Employees covered by this Agreement and serving a probationary period of employment may use accrued sick leave in the same manner as permanent employees.

**Section 2:** Notification shall be made by the employee or a responsible member of his/her household, unless the employee is hospitalized, or under care.

**Section 3:** Alternative uses of sick leave, for reasons other than illness, are as follows:

A. If an employee has accumulated three hundred (300) hours of sick leave as of October 1st of any Fiscal Year, he or she shall have the option of converting the next forty (40) hours of accrued sick leave to vacation leave. Requests to convert the next forty (40) hours of sick leave to vacation leave must be made to the employee's Department Head within the first work week following October 1st of each fiscal year. On September 30th, any unused, converted vacation leave shall revert back to sick leave.

B. An employee shall have the option of converting a maximum of forty (40) hours of accrued sick leave to personal leave per fiscal year, provided the employee will have at least 96 hours of accrued sick leave after this conversion.

C. Sick Leave converted to Personal Leave shall be used for personal business and must be used in no less than four (4) hour increments, unless otherwise authorized by the employee's supervisor.

D. In order to qualify for Personal Leave pay, employees must submit a request for approval to notify their supervisor as soon as practicable, but not less than forty-eight (48) hours prior to the requested use of the Personal Leave. Approval will not be arbitrarily or capriciously withheld. The minimum forty-eight (48) hour notification requirement may be waived by the employee's supervisor in the event of an emergency. The employee must provide proof of the emergency if requested. The City may cancel the use of Personal Leave due to an emergency declared by the City Manager.

E. Professional employees may participate in the City's Sick Leave Pool Program upon the completion of one (1) year of employment and with a minimum accumulation of ninety-six (96) hours of sick and/or vacation leave. This program entitles eligible employees to participate in extended sick leave benefits for cases involving non-work related catastrophic or long-term illnesses or injuries.

Section 4: The options chosen by all covered employees in 1980 shall remain in full force and effect. Sick hours accrued and unused before October 1, 1994 by those employees shall be referred to as "existing hours". Any employee separating employment for any reason shall receive a payment equal to the product of the employee's final adjusted base rate of pay plus Enhancements and only those "existing hours".

Section 5:

A. For all sick hours accrued and not used after October 1, 1994 for the employees mentioned in Section 4 and all other employees who separate from employment for any reason shall receive a payment equal to the product of unused sick leave (since October 1, 1994) the employee's final adjusted base rate of pay plus Enhancements in effect on their date of separation and a payment percentage relating to the number of full years of credited service with the City. The table of percentages and credited service is as follows:

<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service:	20%
Five (5) or more full years of credited service, but less than ten (10) full years of credited service:	40%
Ten (10) or more full years of credited service, but less than twenty (20) full years of credited service:	70%
Twenty or more years of credited service:	80%

B. Effective on March 5, 2014, except for any unit employees who had already accrued more than 1200 hours of sick leave on March 5, 2014 (whose sick leave payouts shall remain subject to Section 5 A, above, without this new payout cap), the maximum number of accrued sick leave hours that shall be eligible for payout at the employee's final adjusted base rate of pay plus Enhancements using the percentages set forth above not to

exceed 1200 hours (e.g., an employee with 20 or more years of service with 1200 (or more) hours of sick leave shall be paid at 80% of 1200 hours, which would be 960 hours):

Section 6: Upon the death of an employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the employee's beneficiary. If a beneficiary was not designated, then the payment shall be paid to the employee's estate.

Section 7: The purpose of paid Sick Leave is to provide protection against the loss of wages by an employee for the necessary absence from duty on a scheduled work day due to illness suffered by the employee or illness in the employee's immediate family that necessitates the employee's absence from work. Attendance to an immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. Sick Leave pay shall not be made for illness or injury incurred as a result of outside employment, intentional self-inflicted wounds, or the continuous use of drugs or alcoholic beverages (except for approved treatment) or injuries while committing a felony. For the purpose of this section, immediate family shall include, spouse, children, stepchildren, mother, father, grandparent, grandchildren, domestic partner (as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), and dependent mother-in-law or father-in-law.

Employees absent from duty for a period of three (3) or more consecutive working days due to illness or injury may be required to submit a letter from their physician prior to their return, approving resumption of duties. The letter should be sent to the attention of the Director of Human Resources. Those employees whom a Department Head has identified as abusing sick leave may be required to submit physician statements on a more frequent basis.

Any employee who abuses sick pay benefits herein set forth or whose reasons for absence are falsified may be subject to disciplinary action. For purposes of this section, abusing sick leave benefits shall be defined as having incurred more than six (6) occurrences involving the use of Sick Leave during a Fiscal Year (October 1st to September 30th). Discipline may not be invoked if an employee has justified the absence with medical documentation. Medical documentation shall mean information provided by a certified physician providing detailed evidence of the employee's inability to perform work during the absences and may be sent to the attention of the Director of Human Resources.

## **ARTICLE 15 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION**

Section 1: An employee, on becoming eligible for workers' compensation benefits due to a job related injury or illness, shall receive a full paycheck from the City while in a workers' compensation status for up to thirteen (13) consecutive weeks from the date of injury or illness (regardless of when the first date of lost time due to that illness/injury may thereafter occur), the identical wages and benefits which he/she would have received had he/she not been injured and had he/she continued to work his/her regularly assigned City assignments ("Supplemental Compensation"). Whenever possible, the City will attempt to assign injured personnel to "light duty" in an effort to facilitate return to full employment.

In the event a full time employee, as determined by a City designated physician, is unable to return to work after thirteen (13) weeks from the date of the injury or illness, the situation will be reviewed by the City Manager or designee. The City Manager or designee shall extend the period of Supplemental Compensation for up to an additional thirteen (13) weeks (for a maximum of 26 weeks). An employee may request an additional extension up to a maximum of nine (9) weeks beyond the twenty-six (26) week eligibility period that began on the date of the employee's workers' compensation injury/illness, provided the employee's written request for extension, with supporting medical information, is received by the City at least fourteen (14) days before the expiration of the twenty-six (26) week eligibility period that began on the date of the employee's workers' compensation injury/illness. The decision to grant or deny this request for an additional extension of up to nine (9) weeks shall be made in the sole and exclusive direction of the City Manager, or his/her designee, and that decision is final and shall not be subject to appeal or challenge via the grievance procedure found in this Agreement or in any other forum.

Eligibility for the Supplemental Compensation provided to those employees in workers' compensation status under this Article shall never exceed the maximum of twenty-six (26) weeks from the date of the employee's workers' compensation injury or illness, unless the eligible employee timely submits and is approved for an additional extension of up to nine (9) weeks, in which case the eligibility for the Supplemental

Compensation benefit under this Article shall never exceed thirty-five (35) weeks from the date of the employee's workers' compensation injury or illness.

An employee who remains in workers' compensation status but who has returned to work during the thirteen (13) week, twenty-six (26) week, or thirty-five (35) week eligibility period, shall be paid their regular pay for time missed from work during the applicable eligibility period on an occasional or intermittent basis to attend a required workers' compensation doctor visit or medical treatment and, as a result, they shall not have to use their own accrued or unpaid time for the work time missed to attend that required workers' compensation doctor visit or medical treatment during the thirteen (13) week, twenty-six (26) week or thirty-five (35) week eligibility period that began on the date of the employee's workers' compensation injury or illness.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

Section 1: (a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes involving the interpretation or application of the collective bargaining agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

(b) The Union may exercise its right not to process a grievance of a non-union member. Any employee whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his grievance on his own. In such case, the Union will notify the member and the City and upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union including dates of any hearings. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of this Agreement.

Section 2: Any grievance defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement, shall systematically follow the steps outlined below as the Grievance Procedure. Any grievance filed shall refer to the article(s) of this Agreement alleged to have been violated, and shall set forth the facts pertaining to the alleged violation or violations and shall include the corrective action or actions requested by the aggrieved party. A grievance must be communicated in writing to the employer by the Union within fourteen (14) calendar days from the events giving rise to the grievance or as soon as might reasonably be known to exist, otherwise it is deemed to be waived.

Step 1: The Union shall present in writing the grievance to the Department Director or his/her designee. The grievance will be dated and signed by the Union representative. The Department Head or his/her designee shall acknowledge receipt of the grievance by stamping it with the date and time, with a copy to the Union. The Department Head shall, within seven (7) calendar days conduct a meeting between himself/herself, the aggrieved employee(s) and the Union representative. The Department

Head shall give the decision to the Union in writing, with a copy to the aggrieved employee(s) not later than seven (7) calendar days following the meeting date.

Step 2: If the Union is not satisfied with the decision rendered at Step 1, the Union may, within seven (7) calendar days from the written decision rendered at Step 1, forward the written grievance to the office of the City Manager (stamped in with date and time). The City Manager or his/her designee shall meet with the aggrieved employee(s) and his/her Union representative(s) within seven (7) calendar days after receipt of the grievance. The City Manager or his/her designee shall furnish a copy of his/her decision, in writing, to the Union, with a copy to the aggrieved employee(s) within seven (7) calendar days after the meeting.

Step 3: If the Union is not satisfied with the decision rendered at Step 2, the Union may, within fourteen (14) calendar days from receipt of the City Manager's decision, submit the grievance to arbitration, by requesting a list of arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.) or the American Arbitration Association (AAA), the choice of agency within the discretion of the Union. The award of the arbitrator shall be final and binding on all parties.

Section 3: Rules for Grievances and Arbitration processing:

(a) The grievance shall be submitted on an Official Grievance form. Attachments may be added, if needed.

(b) Time limits at any step in the grievance process may be extended only by mutual written consent of the parties involved at that step.

(c) A grievance not advanced to the higher step within the time frames provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the employer or his/her designee to answer or meet within the time limits provided at Step 1 or 2 will cause the grievance to be considered resolved in favor of the grievant or the Union and all parties will abide by the "corrective action or actions requested" on the grievance form or attachments.

(d) Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in the case of notice to the Union by date stamping and depositing in the Union mailbox in the Office of Human Resources. Hand deliveries will be documented by a date-stamped

photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark, but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances deposited in the Union mailbox shall be considered properly advanced when date stamped, but shall not be considered received until picked up by the Union, as indicated by date stamp, with a copy to the City. The clock will start the day after delivery or pick up.

(e) On-duty personnel called by the Union as a witness shall remain in pay status only during their normal duty hours while appearing at the hearing. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time so as not to disrupt the operations of their department. Hearings shall be held in hearing rooms provided by the City, in City facilities at no charge to the Union.

(f) The parties agree that in accordance with current practice, both the City and the Union will have the option of electronically recording (through audio or video tape) all steps of the grievance procedure as outlined in Section 2 above, including the arbitration hearings.

(g) The arbitrator's bill shall be paid by the party that does not prevail.

(h) All employees covered by this Agreement shall have no other right to utilize any appeal process, (specifically the Civil Service Procedure) other than the grievance procedure described herein.

(i) The City shall furnish the Union with copies of grievances filed by non-Union members as soon as practicable but in no event less than two days prior to the initial meeting of the grievance procedure.

(j) Grievances shall be settled as expeditiously as possible.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

Section 1: In the event of death in the immediate family, an Employee shall be granted up to a maximum of three (3) working days leave with pay. Said leave is not to be charged to accrued sick leave. The City reserves the right to request proof of death. For purposes of Bereavement Leave, immediate family is exclusively defined as current spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, stepchildren, step-mother, step-father and domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners . Upon notice of the death, a three-day leave shall be granted. Consideration may be given for bereavement leave for other relatives related by blood, where the relative at the time of death had legal residence in the employee's household or for persons who at any time prior to their death were legal dependents of the employee. Proof of relationship and/or legal dependency may be required.

Section 2: An employee eligible for bereavement leave pursuant to Section 1 of this Article which resulted from a death which occurred, or a funeral which is being held and attended by the employee, outside of the State of Florida will be granted an additional two (2) days of bereavement leave (total of five). Acceptable proof of attendance at a funeral may be requested. What will be deemed acceptable proof of attendance will be determined by the Office of Human Resources.

## **ARTICLE 18 - PROBATIONARY PERIOD**

Section 1: Any new employee shall be regarded as a probationary employee for the first twelve (12) months (365 days). During such period such employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. Regular part-time employees shall be evaluated after completion of the original probationary period of twelve (12) months from date of hire. No such probationary employee will be entitled to access the grievance procedure.

Section 2: Employees who receive a promotion to a new position, shall, upon appointment, serve a six (6) month Promotional Probation Period. On or before the completion date of the Promotional Probation Period, the employee's performance shall be evaluated to determine if the employee is "unsatisfactory" or "satisfactory". "Unsatisfactory" employees shall be returned to their previous position or classification, whichever is first available. "Satisfactory" employees will continue on in their new position with a regular appointment.

## **ARTICLE 19 - DRUG FREE WORKPLACE**

Section 1: The City and the Union continue to support the concept of a drug and alcohol free work environment for all City employees and to this end, the City and the Union agree that all employees must abide by the Employment Rules and Regulations, sub-section, (P) "Chemical Intoxication", that are in effect as of January 1, 1997 revised June 1, 2004, which states as follows:

### **CHEMICAL INTOXICATION**

Should an employee have reported for duty, is on duty, found upon City property or is operating a City vehicle while under the influence of or while in possession of an alcoholic beverage, or any non-prescription narcotic, barbiturate, mood-ameliorating, tranquilizing, hallucinogenic, or any non-prescribed controlled substance, they shall be deemed to have consented, as a condition of employment, to a breath and/or blood and/or urine analysis when ordered by the City Manager, the employee's department head or any police officer to take such a test. The presumptions for being under the influence of an alcoholic beverage, chemical substance or controlled substance shall be based on prudent judgment and in accordance with applicable statute. A refusal to obey an order to take such a test under the circumstances described herein shall be independent grounds for disciplinary action.

Section 2: Except as stated below, as a condition of continued employment for all employees hired after March 7, 2007, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products. The parties also agree, however, that this section does not apply to employees hired by the City prior to March 7, 2007, who retire from the City with retiree health insurance benefits, and are thereafter re-hired by the City within one (1) year of their retirement/separation date.

## **ARTICLE 20 - HEALTH AND WELLNESS PLAN**

Section 1: The City shall provide group health coverage for regular, full time employees, and dependents (dependents to include domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners). The City offers two (2) plan options currently named Open Access Plus plan (OAP) and Open Access Plus In-Network plan (OAPIN).

The City will contribute 80% of the premium for employees electing single or dependent coverage on the OAP plan and the employee will be responsible for contributing 20% of the premium. Thereafter the 80% / 20% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years. Primary Care Co-Pay Office Visits on the OAP plan for calendar year 2022 will remain \$25.00.

For the OAPIN plan, the City will continue to contribute 100% of the premium for employees electing single coverage. For employees adding dependents, the City will continue to contribute 90% toward the cost of the premium and the employee will be responsible for contributing 10% of the premium. Primary Care Co-Pay Office Visits on the OAPIN plan in calendar year 2022 will remain \$30.00 per visit.

The bi-weekly rates for the OAP and OAPIN plans are as follows:

	<b>OAP</b>	<b>OAPIN</b>
Employee Only	\$79.50	\$0.00
Employee + 1	\$159.00	\$35.59
Employee + 2 or more	\$254.40	\$78.30

Section 2: The City shall provide a Health Reimbursement Account (HRA) for each employee, with the following amounts made available to each employee each calendar year thereafter, which will be based on the number of dependents the employee has on the City's health plan in January: \$400 for single coverage; \$600 for single plus one dependent; and \$1000 for single plus two or more dependents. Employees who are not covered by City health insurance shall have access only to the single coverage amount in an HRA. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved unreimbursed medical expenses, with unused amounts being returned to the health fund for use in funding HRA accounts the next year. The HRAs shall be subject to all

applicable requirements and limitations set forth in federal laws and regulations. The City also agrees, however, that if the HRA program for employees covered by the IAFF/Fire or PBA/Police bargaining unit agreements is changed to allow the unused annual amounts to "carry over" from year to year, then the City agrees that it shall make that same change to the HRA program for AFSCME bargaining employees.

Section 3: In addition, group dental will be at a total cost not to exceed \$19.00 per employee per month. Any premium requirements in excess of \$19.00 per employee per month will be borne by the participating employee.

Section 4:

(a) Professional employees hired prior to July 15, 2009, who retire from active service with the City who have ten (10) or more credited years of service in the Pension Plan and are age 55 or older or have twenty-five (25) years of credited service regardless of age, will have the option of continuing under the City's health insurance plan.

(1) Employees hired prior to March 6, 2007, shall have their individual and dependent health premiums paid by the City.

(2) Employees hired between March 6, 2007 and December 31, 2007, shall be eligible to continue individual and dependent health coverage upon retirement. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 50% of the premium equivalent for dependents.

(3) Employees hired on or after January 1, 2008 but prior to July 15, 2009, shall be eligible to continue individual and dependent health coverage upon retirement. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents.

(b) Members cannot buy time for a qualifying event. Dental and/or vision coverage may be continued upon retirement for the retiree and eligible dependents, provided the full designated premium is paid.

(c) Employees hired on or after July 15, 2009 but prior to April 6, 2016, who retire from active service with the City with ten (10) or more years of credited service in the Pension Plan and have reached normal retirement date as defined in the Pension Plan, have the option of continuing under the City's health insurance plan. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of

the premium equivalent for dependents. Additionally, such employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.

(d) All employees hired on or after April 6, 2016, shall have the option of continuing under the City's health insurance plan upon retirement; however, they shall be responsible for the entire cost of the premium.

(e) Professional employees who retire with a duty related or non-duty related disability also have the option of continuing under the City's health insurance. Employees receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Only employees hired prior to April 6, 2016, receiving non-duty disability will receive health insurance for themselves and eligible dependents at no cost provided they have ten (10) years of credited service prior to retirement.

(f) Upon the death of the retiree, the employee's spouse may continue coverage for the duration which the spouse maintains full payment of the designated health and/or dental premiums.

Section 5: Professional employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City. Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active employees will be covered under the basic life insurance policy and have the option to purchase coverage under supplemental policies if chosen. Participants will be subject to the terms and conditions of the policy.

Section 6: Professional employees shall be eligible to participate in a Disability Salary Replacement Program in accordance with the City's plan. During the ninety (90) day waiting period, an employee may utilize accrued sick and vacation leave. Upon entering the program, the employee may continue to use sick and vacation leave to make up the difference between 60% of salary and 100% salary. Participants will be subject to the terms and conditions of the policy.

Section 7: Each employee shall have the option of undergoing an annual physical examination through the employee's physician as provided by the City's health insurance coverage.

Section 8: Each employee shall also have the option of completing one (1) wellness preventative physical during this Agreement through the City's contracted provider, with the costs of the scan paid for by the City. The wellness preventative physical includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.

Section 9: The City cares about the well-being of all employees on and off the job and provides a comprehensive Employee Assistance Program (EAP). An EAP offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. For this Agreement, coverage includes 10 free face-to-face or telephonic visits with a specialist, per person, per issue, per year including online material/tools and webinars.

Section 10: A health insurance committee may be formed to study, review and monitor alternative health insurance plans that deliver health services to employees in the most cost effective manner. This committee shall issue a report recommending alternative health insurance plans. The committee's recommendations shall not be binding upon the City. The committee will include an equal number of represented and non-represented employees. The represented members of this committee shall be appointed by the Union. Further, it is agreed that the time spent by Union employees during these meetings shall not count as Union Business for purposes of Article 5.

## **ARTICLE 21 – FAMILY AND MEDICAL LEAVE ACT / SPECIAL LEAVE / LEAVE OF ABSENCE**

### **Section 1: FAMILY AND MEDICAL LEAVE ACT (FMLA)**

- A. An employee who has worked with the City at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning date of the leave may be entitled to twelve (12) work weeks of unpaid, job-protected leave during a twelve (12) month period for specified family and medical reasons, as defined and controlled by the Family and Medical Leave Act of 1993 and U.S. Department of Labor FMLA Regulations, as may be amended from time to time.
- B. Eligible Reasons for FMLA Leave:
  - 1. birth and care of a newborn child of the employee;
  - 2. placement with the employee of a child for adoption or foster care;
  - 3. care for an employee's spouse (or registered domestic partner as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), parent, or child with a serious health condition (as defined by the FMLA);
  - 4. serious health condition that makes the employee unable to perform the functions of the employee's job;
  - 5. exigency related to active duty military service by the employee's immediate family member;
  - 6. up to twenty six (26) weeks of leave may be taken to care for a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces and who is undergoing medical treatment or who is medically unfit to perform military duties due to an injury or illness incurred while on active duty.

### **C. Procedure**

An employee requesting FMLA is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Unless otherwise designated in advance by the employee, accrued leave shall be used/deducted in the following order: sick, vacation, comp time, holiday, and blood time. Use of accrued leave

will be counted as part of the family leave time entitlement. An employee is not entitled to accrue leave during any period of unpaid leave.

Employees requiring the use of FMLA Leave must submit a FMLA application to their Department Head no later than thirty (30) days prior to the need for such leave unless it is an unforeseeable emergency. The City may automatically designate FMLA when an absence meets FMLA qualifications.

1. Leave may be requested on a continuous basis, intermittent basis or on a reduced work week schedule, if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
2. Upon returning from FMLA the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve (12) work week period, reinstatement rights are at the discretion of the City.
3. An employee granted FMLA will continue to be covered under the City's insurance plans under the same conditions and coverage as would have been provided if the employee had been actively employed during the leave period. However, if any part of the leave is unpaid, the employee must make payment arrangements for the benefit contributions that are normally deducted from their paycheck.
4. An employee who is absent from work for three (3) days or more, due to personal illness/injury, must provide Human Resources with a fitness-for-duty certification signed by their physician certifying their fitness to return to work. If restrictions are listed, reinstatement will be at the discretion of the City.

5. An employee who fails to return to work on the date specified on the leave request form without receiving an extension in advance is subject to disciplinary action up to and including termination. Employees who do not return from FMLA leave must reimburse the City for the value of their health insurance premium payments made on their behalf during the duration of the leave, unless the employee is physically unable to return to work.

**Section 2: SPECIAL LEAVE**

- A. An employee who incurs a temporary medically disabling condition, not attributable to work, may upon written request be granted a Special Leave. The initial period for said Special Leave shall not exceed three (3) months. Upon further written request, the Department Head may extend such leave up to an additional nine (9) months. The total combined Special Leave shall not exceed twelve (12) months. Upon return, the employee shall present a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty.
- B. This leave is available for an FMLA qualifying event, once the employee has used all available FMLA Leave, if applicable, as provided above. Once FMLA leave is exhausted, Special Leave may be approved for up to nine (9) months. The total of FMLA Leave and Special Leave shall not exceed twelve (12) months.
- C. An employee requesting Special Leave is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Employees will not receive holiday pay, or earn any accrued leave or pension benefits, or be entitled to any other benefits of employment other than health and life insurance (at the employee's expense as stated in Section C. 3, above) while on any unpaid leave.
- D. An employee who incurs such a temporary medically disabling condition during a probationary period may, at the discretion of the Department Head and City Manager, be granted a Special Leave as indicated above. If Special Leave is granted, the employee's probationary period shall be suspended at that point. Upon the employee's return to work, the

probationary period shall be resumed so that the total number of months spent on special leave shall be spent in a probationary status and a full probationary period shall be served.

Section 3: LEAVE OF ABSENCE

- A. Upon written request, a leave of absence for a period not to exceed thirty (30) calendar days may be granted to an employee for any reasonable purpose by the Department Head so long as it does not hamper the efficient operation of the City and/or Department.
- B. Such leaves may be renewed or extended for a period up to sixty (60) calendar days, if requested, in writing, and approved by the City Manager or designee. The denial of a leave of absence under this section shall not be grievable. In certain circumstances, and at the sole discretion of the City Manager or designee, an employee may be allowed to use accrued paid leave while on a leave of absence.

Section 4: No employee who is granted FMLA, Special Leave, or an Unpaid Leave of Absence may engage in work for profit during said leave without the express permission of the City Manager.

## ARTICLE 22 - HOLIDAYS

Section 1: The following legal holidays will be observed: Paid Holidays  
New Year's Day  
Martin Luther King Jr.'s Birthday  
George Washington's Birthday (President's Day)  
Memorial Day  
Fourth of July (Independence Day)  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

Employee's Birthday: The birthday holiday shall be taken at the discretion of the Employee with the consent of the Employee's Supervisor, provided the Employee shall not receive the holiday more than one (1) week prior to the actual birthday. Birthday holidays must be used within 366 days.

Section 2: If any of the above holidays falls on a Friday, Saturday, or Monday and the Friday, Saturday or Monday is an Employee's normal day off, the employee will receive a floating holiday for each holiday which falls on a Friday, Saturday, or Monday for which the Employee is off; which must be used within 366 days of receiving the floating holiday. The floating holiday shall be taken at the discretion of the Employee with the consent of the Employee's supervisor, provided the Employee shall not receive the floating holiday more than one (1) week prior to the actual holiday.

Without regard to whether an Employee is regularly scheduled to work four (4) or five (5) consecutive shifts in a workweek, if any of the above holidays fall on a Saturday, then such holidays shall be observed on the preceding Friday, and any holidays that fall on a Sunday shall be observed on the following Monday.

Notwithstanding any of the preceding language, to the extent that the normal workweek schedule for Employees is not changed from schedules comprised of five (5) consecutive, eight (8) hour shifts, to schedules comprised of four (4) consecutive, ten (10) hour shifts, that the preceding language shall have no impact nor effects whatsoever upon the expectation of such Employees with regard to their accrual, compensation for, and receipt of holiday pay, whether pursuant to any contractual rights, existing policies, prevailing rights, and/or past practices, that existed or were followed prior to the adoption and implementation of the immediately preceding language, and which shall therefore, remain in full force and effect for such employees.

Section 3: All Employees whose work week is comprised of four (4) consecutive ten (10) hour days will receive ten (10) hours pay for the holiday.

## **ARTICLE 23 - JURY DUTY AND SUBPOENAS**

Section 1: Any employee lawfully summoned for Jury Duty shall present the summons to his/her supervisor on the first work day following receipt of same. The supervisor shall note the dates of reporting and shall schedule the employee for official jury leave for the period concerned.

Section 2: Upon return to work, the employee shall provide to his/her supervisor a document from the Court Clerk showing that he/she was in attendance at jury duty.

Section 3: The employee shall be paid the employee's adjusted base rate of pay plus Enhancements for each day served on Jury Duty, as for a normally scheduled workday. If the employee is excused in advance by the Court, for any full day during the service period, the employee shall report for the employee's normal workday to perform the employee's regular and usual duties. The employee shall sign over to the City all fees received from the Court for jury service less any amounts paid as mileage or meal allowances. The City's payment for Jury Duty shall continue for the full duration of the obligation.

Section 4: The City reserves the right to request from the proper authorities that the employee be excused from Jury Duty, when in the judgment of the City, the employee's services are necessary to the City.

Section 5: The provisions of this Article are not applicable to an employee who without being summoned, volunteers for Jury Duty.

Section 6: The provisions of this Article shall apply when an employee who is scheduled to work is subpoenaed to appear as a witness in any judicial/administrative forum arising from the employee's employment with the City.

## **ARTICLE 24 - VACATIONS**

Section 1: Professional employees shall be provided with 200 hours of vacation leave per vacation year, pro-rated based upon paid hours worked each pay period (the vacation year shall begin on October 1<sup>st</sup> and end on the following September 30<sup>th</sup>). Employees shall be required to utilize 80 hours of vacation during the vacation year in which it is earned or it will be lost at the end of the vacation year. The remaining 120 hours may be carried forward and must be used eighteen (18) months following the vacation year in which the leave is earned or be liquidated by cash payment at that time. Leave that is liquidated shall be paid at the employee's rate of pay when the vacation time was earned. Vacation pay shall be computed by using the employee's adjusted base rate of pay plus Enhancements as of the first day of vacation.

Section 2: Vacation leave shall be granted/denied within forty-eight (48) hours from the employee's request. Approval by the City shall not be unreasonably denied. The City shall have the right to cancel and reschedule vacation in the event of an emergency.

## **ARTICLE 25 - SENIORITY**

### **Section 1: DEFINITION**

(a) Seniority as used herein is defined as the right accruing to employees through length of continuous service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall mean the length of continuous service as a full-time employee with the City beginning with the date of hire.

(b) Original probationary employees shall have no seniority- rights. However, upon completion of an employee's probation, he/she shall be given seniority credit from his/her date of hire.

(c) An employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an employee returns to work for the City in any capacity within five (5) years of date of leaving, his/her seniority date will be adjusted by the length of absence.

(d) Employees on approved leaves of absence shall not be considered to have had a break in service.

(e) There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

### **Section 2: USE OF SENIORITY**

(a) Seniority will be used as provided in Article 13, Lay-Off and Recall, and Article 24, Vacations.

**Section 3:** All employees of this bargaining unit shall receive one-half (1/2) point per full year of City of Hollywood service credited on any Civil Service exam taken, regardless if the exam is an "open competitive" or "closed competitive". These service points will be added in addition to the test score of such exams, and the total of both shall be the final score of employees. These City of Hollywood service points shall be separate from any veteran's points due to employees. In order to utilize service points, employees must first obtain a passing grade. By "exam" it shall be defined as the process and procedures utilized to evaluate and compile vacancy eligibility lists.

## **ARTICLE 26 - PROMOTIONS**

Section 1: Professional employees may compete through the Civil Service examination process for other Professional Bargaining Unit positions. A Professional employee chosen to fill a Professional vacancy (in a higher pay grade) shall receive a ten percent (10%) increase in the employee's base rate of pay or the minimum of the pay grade for that new position, whichever is greater.

Section 2: The City will apply all service points to this promotional process as described in Section 3 of Article 25 (Seniority).

## **ARTICLE 27 - EDUCATIONAL REIMBURSEMENT PROGRAM**

**Section 1:** To assist full-time employees covered by this Agreement, where practical and feasible, to participate in training or educational programs designed to strengthen their abilities, which in turn directly benefits the City by assisting them in performing their duties, the City shall provide employees certain terms and conditions as follows:

- a. To be eligible to participate in the Educational Reimbursement Program, a newly hired employee must have achieved permanent status by successfully completing the probationary period.
- b. Employees must receive "satisfactory" or better Employee Performance Evaluations prior to the beginning of the course work.
- c. Employees shall only be reimbursed for one job related degree at each level (e.g., one Associates or one Bachelor's or one Master's level degree).
- d. Employees shall be limited each fiscal year to a maximum total of \$1,800.00 annually for tuition reimbursement costs.
- e. Employees who receive benefits under this program, who voluntarily leave the City's employment within two (2) years of receiving such benefit, shall be responsible for reimbursing the City for the entire cost of the benefit.
- f. The City Manager retains the discretionary authority to further limit or discontinue the tuition reimbursement program at any time in a fiscal year based on the availability of funds.

**Section 2:** Employees will be eligible for City reimbursement for the costs of books and tuition in the following manner:

- a. In order to be considered for the Educational Reimbursement Program, all course work must be taken at an accredited college or university and must be properly approved prior to the beginning of the class by the City Manager or designee.
- b. Employees desiring reimbursement must submit a written request for approval from the City Manager or designee.
- c. Reimbursement will be for courses leading to college or post graduate degrees. Reimbursement will be provided for approved on-line coursework.
- d. The refund amount payable shall be based upon the fee schedule of a State

of Florida's public university or college at the time the course is completed, regardless of the fact that the employee may be attending a private educational institution.

- e. When an employee completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the City Manager or designee. The reimbursement procedure for related courses will consist of the following:
  - 1. 100% reimbursement when a grade of "A" or "B" is earned.
  - 2. 100% reimbursement for successfully completing pass/fail courses.
  - 3. 50% reimbursement when a grade of "C" is earned.
  - 4. If the accredited institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "C".
  - 5. Employees receiving aid or who have scholarship as well as employees qualifying for benefits under State or Federal programs are eligible for reimbursement under this policy. However, financial assistance from other sources will offset any reimbursements payable by the City.

## **ARTICLE 28 - VOLUNTARY DEMOTIONS**

Section 1: Any Professional employee holding permanent status within the classified system may voluntarily request a demotion to a lower paid position without having to take the usual examination for appointment to the lower paid position. Voluntary demotions shall be limited to professional positions and shall not include positions within the General employee Bargaining Unit positions governed under Civil Service.

Section 2: Prerequisites for such voluntary demotion;

- (a) The employee must submit the request in writing to the Office of Human Resources and must state the title of the lower position requested, the reason(s) for the request, an acknowledgement that they understand that the demotion will involve a reduction in pay unless otherwise stipulated and, once approved and effected, is permanent and cannot be reversed except through the regular promotional procedures for classified employees;
- (b) The employee must meet the minimum requirements for the lower paid position; determination as to whether or not employee meets the minimum requirements will be made by the Human Resources Director;
- (c) There must be a budgeted vacancy in the lower position available; no employee holding such lower position may be involuntarily bumped out of that position for the purpose of providing room for the voluntary demoting employee; however, such demotions shall supersede any existing eligibility lists;
- (d) The receiving Department Head may approve or disapprove acceptance of the voluntarily demoting employee;
- (e) If the employee has not served a probationary period in the position the employee will be entering, a new probationary period of six (6) months will be required.

Section 3: The voluntarily demoting employee will retain such seniority and other benefits earned prior to the effective date of the demotion.

Section 4: As indicated in Sec. 2(a) above, the voluntarily demoting employee may not proceed to any higher paid position (including the classification from which demoted) unless such employee has applied for and competed in the regular promotional

process, and been certified as eligible for appointment (and promotion) in accordance with the classified system's regular promotional appointment procedures.

Section 5: The provisions of Section 2(d) of this Article shall be grievable but not arbitrable.

## **ARTICLE 29 - OFFICIAL DUTY USE OF PERSONAL VEHICLE**

Section 1: Whenever an employee covered by this Agreement is authorized by his/her Department/Division Head to use his/her own vehicle in the performance of his/her official City duties, the employee will be compensated at the rate determined by State Statute (F.S. 112.061) or Internal Revenue Service Regulations, whichever is greater.

Section 2: An employee shall not be required to use his/her own vehicle without his/her consent in the performance of his/her official City duties.

Section 3: Whenever an employee receives written authorization from his/her Department/Division Head to use his/her own vehicle in the performance of official City duties, the employee's vehicle shall be protected by the City's motor vehicle insurance plan.

Section 4: An employee who is requested to use his/her own vehicle to perform official City business as authorized by his/her Department/Division Head shall be required to complete an official car expense report as prepared by the City. Such report shall include an accounting of all expenses for which reimbursement is requested.

Section 5: All employees who drive City vehicles or their own vehicles while conducting City business are subject to Human Resource Policy 038 "City Vehicle Driver" that was in effect on December 5, 2015.

## **ARTICLE 30 – PERFORMANCE APPRAISAL SYSTEM AND MERIT INCREASES**

Section 1: The parties intend to modify the performance appraisal system currently in use, to a system based on a seven (7) point scale. The parties further agree that the performance appraisal system may be changed by mutual written agreement of the City and the Union. The definition of competencies can be found in Appendix VII.

Section 2: There will be no merit pay increase for the duration of this Agreement.

Section 3: The parties recognize that a performance review system is an orderly procedure that provides an employee appropriate performance feedback. Therefore, a performance review may be conducted at any time during an employee's employment. All full-time and regularly scheduled part-time employees shall be evaluated twelve (12) months from the completion of the Employee's Original Probation Period, and annually thereafter. Employees who receive a promotion shall be evaluated at the end of their six (6) month promotional probationary period and twelve (12) months annually thereafter.

## **ARTICLE 31 - CLASSIFICATION EVALUATION AND REVISION**

Section 1: It is the responsibility of the City to determine the job content, qualification requirements, duties, and the relative significance to the City's operation of each job within the bargaining unit. Whenever there is a change to an existing position title, classification, or position description concerning the content, qualifications, and/or duties of a position within the bargaining unit, the City will notify the Union of the change, along with a copy of the proposed modified position description, no later than twenty (20) calendar days prior to its proposed implementation. Upon request, the City and the Union shall discuss the proposed change in an effort to agree. If the proposed change does not result in any change to the content and/or duties or tasks to be performed and/or the change does not have the effect of disqualifying any current employees occupying the position, the City may change the job description without impact bargaining. All other changes to a position description must be bargained with the Union. Disputes shall be resolved under the grievance and arbitration procedure set forth in Article 16. The terms "job description", and other similar phrases are all synonymous with the term "position description". If the Union does not agree that the salary is appropriate after the position is filled, the matter will be subject to the grievance procedure as outlined in Section 3 of this Article.

Section 2: New bargaining unit positions may be created by the City upon twenty (20) calendar day's written notice to the Union which notice shall include a copy of the new position description. Upon request and within that twenty (20) day period, the parties shall discuss the proposed newly created job description in an effort to agree. If there is no agreement the City may implement the new position without any further bargaining, provided the newly created position does not have the effect of removing bargaining unit work/duties from any existing bargaining unit position resulting in the layoff of an existing employee or the elimination of a bargaining unit position, if occupied. If the newly created position has the effect of removing bargaining unit work from any existing bargaining unit position resulting in the layoff of an existing employee or the elimination of a bargaining unit position, if occupied, the new position shall not be implemented without the consent of the Union.

Section 3: The compensation of any new or modified job title shall be bargained within the above mentioned twenty (20) day period. If the parties cannot agree upon the compensation, the City shall establish the compensation subject to the right of the Union to request interest arbitration utilizing the arbitration article of this agreement to select an arbitrator. The criteria which the arbitrator must utilize to determine compensation are the criteria contained in Chapter 447, Florida Statutes and the PERC Rules governing special masters and contractual impasses. The arbitrator's determination must be within the ranges of the existing pay plan of the appropriate compensation and shall be final and binding subject to Section 682, Florida Statutes.

Section 4: A request to study an individual position may be initiated by an employee, if the employee believes that his/her position has changed so substantially as to warrant a change from his/her existing classification, title, and/or position description to another existing classification, title and/or position description. Change request(s) shall first be submitted to the employee's Department or Office Director for review and comment and then forwarded to the Office of Human Resources for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 6 of this Article.

Section 5: A request for study of an individual position may be initiated by the Department or Office Director if he/she believes that the position has changed so substantially as to warrant an evaluation and revision of an employee's existing classification, title and/or position description to another existing classification, title and/or position description. Such request shall first be discussed with the concerned employee for comment and then forwarded to the Office of Human Resources for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 6 of this Article. This provision will only be used to consider an upgrade in the requested classification.

Section 6: For requests as outlined in Sections 4 or 5 of this Article, the Office of Human Resources shall report its findings and recommendations to the City Manager within ninety (90) days of receipt of the request. Copies of the findings and

recommendations shall also be sent to the Department/ Office Director and the employee. If a proposed change is approved by the City Manager, the change, and any pay adjustment, if applicable, will become effective at the beginning of the pay period following the approval. Any approved change in classification, title, and/or position description will not alter the performance review date for the employee.

## **ARTICLE 32 - CLOTHING**

Section 1: Proper business attire or proper business casual attire as appropriate will be required by all employees.

Section 2: The City may issue City logo clothing as deemed appropriate.

Section 3: The employees will be notified in advance when casual attire is acceptable (i.e. casual Friday, fieldwork days, etc.).

## **ARTICLE 33 – ASSIGNMENT PAY**

Section 1: Due to vacation, sick, or workload requirements Professional Employees assigned to temporarily assume duties and responsibilities of classifications of a higher pay grade shall receive compensation based upon the schedule in Section 3, provided the employee works in the higher classification more than one (1) full shift before the assignment pay shall begin, unless the full time employee in the lower pay grade is working for a part-time employee in a classification of a higher pay grade, in which case, the employee must work at least four (4) consecutive hours before the assignment pay shall begin. There shall be no assignment pay during a declared emergency, except as authorized by the City Manager, or designee.

Section 2: Assignment pay shall be limited to one hundred eighty (180) days. Extensions to this time frame will require the mutual agreement between the City and the Union.

Section 3: Schedule of compensation:

a. Professional to a higher pay grade professional position = the greater of:

- (i) the minimum of the pay grade; or
- (ii) the sum of the employee's adjusted base rate of pay plus Enhancements, and a five (5%) percent increase in the adjusted base rate of pay

b. Professional to Supervisory or Management/Executive = the greater of:

- (i) the minimum of the pay grade; or
- (ii) the sum of the employee's adjusted base rate of pay plus Enhancements, and a ten (10%) percent increase in the adjusted base rate of pay

## **ARTICLE 34 – REGULARLY SCHEDULED PART-TIME EMPLOYEES**

**Section 1:** Regularly scheduled non-seasonal part time employees shall enjoy rights in all Collective Bargaining Agreement articles except for the following:

- Article 7 – Hours of Work
- Article 8 - Certification Pay
- Article 9 - Contracting and Subcontracting
- Article 11 – Pension and Pension Plan
- Article 13 - Lay-off and Recall
- Article 14- Sick Leave (except as provided below in this Article)
- Article 15 – Workers' Compensation/Supplemental Compensation (except as provided below in this Article.)
- Article 17 - Bereavement Leave (except as provided below in this Article)
- Article 20 – Health and Wellness Plan (except as provided below in this Article.)
- Article 21 - Special Leave and Leave of Absence (except FMLA for employees who meet the minimum qualifications).
- Article 22 – Holidays (except as provided below in this Article.)
- Article 23 – Jury Duty (except as provided below in this Article.)
- Article 27 - Educational Reimbursement
- Article 28 - Voluntary Demotions

**Section 2:** Regularly scheduled non-seasonal part-time employees who average at least thirty (30) hours or more of work per week shall be eligible for the following benefits:

1. Sick Leave: three quarters (75%) of the sick leave accruals provided in Article 14.
2. Vacation Leave: three quarters (75%) of the vacation leave accruals provided in Article 24.
3. Holidays: Six (6) hours per holiday, including the Employee's Birthday as provided in Article 22.
4. Bereavement Leave: as provided in Article 17.

5. Health Insurance: In accordance with the Affordable Care Act Safe Harbor rate of pay method.
6. A Health Reimbursement Account as provided in Article 20 to full-time employees.
7. A non-matching City contribution to a deferred comp 457 plan in the amount of \$1,000.00 to be paid annually on the employee's anniversary date of hire.
8. Jury Duty: as provided in Article 23.
9. Workers' Compensation/Supplemental Compensation: as provided in Article 15.

Section 3: Regularly scheduled non-seasonal part-time employees who average more than 15 hours of work per week but less than thirty (30) hours of work per week shall be eligible for the following benefits:

1. Sick Leave: fifty percent (50%) of the sick leave accruals provided in Article 14.
2. Vacation Leave: fifty percent (50%) of the vacation leave accruals provided in Article 24.
3. Holidays: Four (4) hours per holiday, including the Employee's Birthday provided in Article 22.
4. Bereavement Leave: as provided in Article 17.
5. A Supplemental Insurance Product in the amount not to exceed \$500.00.
6. A non-matching City contribution to a deferred comp 457 plan in the amount of \$1,000.00 to be paid annually on the employee's anniversary date of hire.

Section 4: Health insurance and HRA eligibility has been established as follows:

- New employees who the City anticipates will work 30 or more hours shall be initially eligible for health insurance and HRA limits at the same time as regular full-time employees (first of the month after a 30-day waiting period). For eligibility for subsequent calendar years, their hours will be evaluated each October.

- New employees who the City anticipates will work between 15 and 29 hours, will have a 12-month look-back provision for health insurance eligibility. In other words, a newly hired employee's hours will be analyzed on his/her anniversary date to determine if he/she is eligible for health insurance for the next calendar year. If he/she is eligible, he/she will have the option of obtaining health insurance for the next calendar year. For years thereafter, their hours will be evaluated each October for health insurance eligibility for the next calendar year. New employees who the City anticipates will work less than 15 hours are not eligible for part-time benefits.

Section 5: For determination as to whether newly hired part-time employees are eligible for placement into the non-medical benefits categories (i.e., sick leave, vacation leave and holidays) set forth in Section 2 or Section 3 above, the employee will be placed into the appropriate non-medical benefit category, if any, on their hire date based on the weekly hours that the employee is anticipated to work. Thereafter, the City shall monitor and re-evaluate each part-time employee's continued eligibility for the benefits applicable to their work hours, but the City agrees that absent a dramatic change in any regularly scheduled part-time employee's work schedule, the employee's benefit levels will be changed only in the beginning of the first pay period on October 1<sup>st</sup> in each year.

## **ARTICLE 35 - DURATION OF AGREEMENT/EFFECTIVE DATES**

Section 1: This Agreement shall be effective upon the date of ratification by the parties and shall remain in full force and effect until and including September 30, 2022.

Section 2: Specific provisions as to the effective dates, found in any various Articles of this Agreement, shall not be affected by the provisions of Section 1, above. In case of conflict, the specific Article provisions shall prevail.

Section 3: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing by April 2<sup>nd</sup> of the expiration year of this Agreement that it desires to modify the Agreement, with negotiations beginning thirty days thereafter, or such other date as mutually agreed upon. The terms and conditions of employment reflected in this Agreement shall remain in full force and effect until replaced by either (1) a subsequently ratified replacement Agreement; or (2) actions resulting from provisions of F.S. 447.403.

Section 4: The employer recognizes and states that it is entering into this Agreement in good faith and that the City Manager, as the Chief Administrative Officer for the City, shall request adequate funding, through the City's annual budget process, to fund the provisions of this Agreement. The approval or disapproval of the City Manager's funding request shall not be subject to the grievance and arbitration procedure described in Article 16 but, rather shall be governed by F.S. 447.309.

Section 5: All Letters of Understanding entered into between the City and AFSCME prior to the signing of this agreement shall be null and void unless specifically incorporated into this Agreement.

## **EXECUTION OF AGREEMENT**

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the City Commission of the City of Hollywood, is hereby executed with the signature affixed hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESSES:**

HOLLYWOOD, FLORIDA, CITY EMPLOYEES  
LOCAL 2432, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFL-CIO)

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As to Local 2432

By: \_\_\_\_\_  
Christopher Cassidy, President

Date: \_\_\_\_\_

CITY OF HOLLYWOOD, a municipal  
Corporation of the State of Florida

By: Josh Levy, Mayor

Attest: \_\_\_\_\_  
Patricia Cerny, City Clerk

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## As to the City

Approved: \_\_\_\_\_  
Wazir A. Ishmael, PHD, City Manager

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## As to the City

Approved: Adam Reichbach, Assistant City Manager – Finance/Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, only.

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Douglas R. Gonzales, City Attorney



**APPENDIX I: PERC CERTIFICATION 2000 and 2018**

**APPENDIX II: CLASSIFICATION TITLES & SALARY RANGES**

**APPENDIX III: AUTHORIZATION FOR PAYROLL DEDUCTIONS**

**APPENDIX IV: SICK LEAVE POOL POLICY**

**APPENDIX V: HOLLYWOOD ORDINANCE: PENSIONS & RETIREMENT**

**APPENDIX VI: DEFINITION OF COMPETENCIES**

**APPENDIX VII: LETTERS OF UNDERSTANDING**

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