

COLLECTIVE BARGAINING AGREEMENT (CBA)

Between the

CITY OF HOLLYWOOD



and the

FRATERNAL ORDER OF POLICE (FOP), LODGE # 24



October 1, 2022 through September 30, 2025

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ARTICLE 1: EMPLOYEE ORGANIZATION AGREEMENT – RECOGNITION

- 1.1. This Collective Bargaining Agreement (“CBA” or “Agreement”) is entered into between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, hereinafter referred to as the “City,” and the FRATERNAL ORDER OF POLICE (FOP), LODGE # 24 (“Union,” “FOP,” or “Employee Organization”). Within this Agreement, the term “his” shall be a neutral gender term.
- 1.2. The City recognizes the Union as the exclusive bargaining representative for those employees of the Police Department, described as follows:

Included in the Bargaining Unit:

All sworn full-time Police Officers employed by the City of Hollywood Police Department in in the classification of Police Officer, Police Sergeant, and Police Lieutenant.

Excluded from the Bargaining Unit:

Chief of Police, Assistant Chief of Police, Major, Volunteer, Reserve and Part-Time Officers, Officers assigned to Internal Affairs Unit, and all other employees of the City of Hollywood.

ARTICLE 2: NON-DISCRIMINATION

- 2.1. No employee covered by this Agreement will be discriminated against by the City because of membership in the FOP, or for participating in authorized activity as required in this Agreement on behalf of the FOP.
- 2.2. The FOP will not discriminate against employees covered by this Agreement on the basis of their refusal to become a FOP member.
- 2.3. Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability, marital status, veteran's status, age over 40, political affiliation, sexual orientation, gender identity or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that 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.
- 2.4. Pursuant to Florida Statute Section 295.07(3), all requirements of the applicable statutes and rules concerning veteran preference under Florida law are incorporated into this Collective Bargaining Agreement ("CBA") by reference and are superior to any conflicting provision of this CBA.

ARTICLE 3: CITY AND UNION REPRESENTATION

- 3.1. The City shall be represented by the City Manager and/or designee in all matters of collective bargaining. The City agrees to notify the Union of any changes in designee whenever such changes are made.
- 3.2. The Union shall be represented by the Union President and/or designee in all matters of collective bargaining. The Union agrees to notify the City Manager or designee and the Chief of Police of any change in representatives whenever such changes are made.
- 3.3. The City and the Union agree that there will be no negotiations attempted or entered into between any persons other than those indicated above. Any attempt to circumvent the proper bargaining process shall be deemed an unfair labor practice and shall result in appropriate charges being filed against the offending party.

ARTICLE 4: PAYROLL DEDUCTION OF DUES

- 4.1. On receipt of a lawfully executed written authorization from an employee, on a form approved by the City's Payroll Manager, the City will deduct each pay period from the employee's pay the amount specified by the employee, but not less than regular dues.
- 4.2. The City will remit to the Union Treasurer such sums every second pay period, together with a list of employees for whom deductions were made.
- 4.3. Changes in the Union's membership dues shall be certified to the City, in writing, over the signatures of the authorized Officer(s) of the Union, at least 30 days in advance of the effective date of such change.
- 4.4. The City's remittance shall be deemed correct if the Union does not give a written notice to the City within two calendar weeks after remittance is received of its belief, with reasons stated therefore, that the remittance is incorrect.
- 4.5. Any employee may revoke, in writing, with 30 days prior notice to the City and the Union, authorization for dues deductions.
- 4.6. 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 the Check-off of Union dues.

ARTICLE 5: EMPLOYEE ORGANIZATION CONVENTIONS

- 5.1. The Union President, Vice-President, Secretary, Treasurer, local Trustees, and bargaining unit members requested by the Union President shall be allowed a combined total of 700 hours with pay within each 12 months to attend local and state meetings of the Union, provided that such leave shall be requested at least five days in advance of the date requested. The names of the members designated by the employee organization to attend such events shall be provided at the time such request is made. The Chief of Police or designee shall have sole discretion in approving the request, but such request shall not be unreasonably denied. In the event of an emergency, such excused personnel shall be subject to immediate return to duty.
- 5.2. Members of the Bargaining Unit may donate up to eight hours per year of either compensatory time or vacation time to a "time pool" for Union use. All unused time in the "time pool" may be carried over year to year, capped at 700 hours. Once this time is donated, it is forever lost and will not return to the members' bank.

ARTICLE 6: PERFORMANCE DOCUMENTS

All documentation will be maintained in accordance with the Florida Public Records Law.

ARTICLE 7: RULES AND REGULATIONS

It is agreed and understood that each member of the Bargaining Unit will have access to an electronic copy of the Departmental Rules and Regulations formulated subsequent to the execution of this Agreement. Members shall be advised of any changes to Departmental Rules and Regulations within 30 days after formal adoption or as soon as practical thereafter. Employees will electronically sign for their copy of the Rules and Regulations.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

- 8.1. There shall be a Labor-Management Committee consisting of up to four Management Representatives designated by the Chief of Police and four Employee Organization members selected by the FOP President. The Labor-Management Committee shall meet quarterly upon the request of either party or at other specific times mutually agreed upon.
- 8.2. The sole function of the Committee shall be to discuss general matters pertaining to employee relations. Employee Organization members serving on the committee shall serve at both the convenience of the Employee Organization and the City. If during working hours, loss of pay shall not be incurred by any member, and if the meeting is during an employee member's off-duty time, such time shall be non-compensable.

ARTICLE 9: PROMOTIONAL PROCEDURES

- 9.1. Employees seeking promotional positions within the Bargaining Unit shall be examined and appointed in accordance with the Civil Service System of the City.
- 9.2. Procedures for the administration of exams:
- a. Promotional examinations will be administered once every two years in September, on the Friday following Labor Day;
 - b. Announcements of the examinations will be posted by May 1st of the calendar year of the examination;
 - c. Cut-off date to meet minimum eligibility requirements will be September 1st immediately preceding the test date;
 - d. The effective date of the eligibility list resulting from the examination will be October 1st immediately following the test administration;
 - e. The eligibility list will expire on the last day in September, two years following the test administration.
- 9.3. Education and seniority bonus points as outlined below will remain in effect for the duration of this Agreement:
- a. Sergeant qualification requirements will include five years of continuous service with the City or three years of continuous service with the City and three years of prior continuous law enforcement experience as a Sworn Officer to be eligible to take the Sergeant examination. Seniority points will begin accumulating from the City of Hollywood date of hire with the City, and will be capped at 20 years of service for a total accumulation of five points (one-quarter point for each year
 - b. Lieutenant qualification requirements will include 18 months of continuous service with the City as a Sergeant plus an associate degree or 60 semester hours of college credit to be eligible to take the Lieutenant's exam. Seniority will begin accumulating from the date of promotion to Sergeant and will be capped at 20 years of rank of service as Sergeant, for a total accumulation of five points (one-quarter point per year).
 - c. Education points will be calculated at one-half point per 15 credit hours earned. Credits will be capped at 120 credit hours for four points. An additional one point will be given for a master's degree and one point for a doctorate degree or Ph.D. Total education points will be capped at six.

- d. Veteran preference points in accordance with FS 295.07 and FS 295.11.
 - e. After the final score and any applicable educational points, veteran preference points and all applicable seniority points have been added to establish a final combined score, the Chief of Police shall select a candidate from the highest three different scores. Same scores, or "ties," are considered one score.
- 9.4. Vacancies in approved, budgeted positions shall be filled within 30 calendar days from the date of the vacation of the position. Failure to fill vacancies based on budgetary considerations or in exceptional circumstances occasioned by a vacancy resulting from disciplinary procedures, exhaustion of a civil service list, or less than three candidates on a list shall not be considered a violation of this section.
- 9.5. Candidates will remain on the eligibility list for its duration, without regard to the number of times the candidate is considered.
- 9.6. Any appeals to the promotional process must be presented to the Civil Service Board within ten days of the candidate's notification of the final test scoring results.
- 9.7. By mutual agreement the City and the FOP may open this article up for re-negotiation providing 30 days' notice.

ARTICLE 10: MANAGEMENT SECURITY

- 10.1. The City and the Union recognize the mutually beneficial effects of a harmonious and cooperative relationship between the parties and agree to comply diligently and fully with the requirements of the Florida Public Employee Relations Act.
- 10.2. There will be no strikes, work stoppages, slowdowns, boycotts, job actions or other concerted failure or refusal to perform assigned work by the employees covered by this Agreement.
- 10.3. Recognizing that Florida law prohibits the activities enumerated in Section 2 above, the parties agree that any such employee who participates in or promotes a strike, work stoppage, job action, or failure or refusal to perform assigned work, may be discharged or otherwise disciplined by the City, subject to the appellate procedures as outlined in the Grievance and Arbitration Article.
- 10.4. It is recognized by the parties that activities enumerated in Sections 2 and 3 are contrary to the ideals of professional Public service and to the City's overall community responsibility, and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive or other legal and/or equitable relief in any court of competent jurisdiction.
- 10.5. For the purpose of this Article, it is agreed that the Employee Organization shall be responsible and liable for any act committed by its elected officers or agents.

ARTICLE 11: MANAGEMENT RIGHTS

- 11.1. The Union and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, except as otherwise limited by this Agreement, reserves the exclusive right to:
- a. Decide the scope of service to be performed and the method of service;
 - b. Hire, fire, demote, suspend or otherwise discipline for just and proper cause, promote, layoff, and determine the qualifications of employees; the option of forfeiting annual leave in lieu of serving an unpaid suspension shall be at the sole discretion of the City Manager or designee;
 - c. Transfer employees from location to location and from time to time;
 - d. Rehire employees;
 - e. Determine the starting and ending time and the number of hours and shifts to be worked, subject to Article 12, Work Week and Overtime;
 - f. Merge, consolidate, expand or curtail or discontinue, temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City, good business judgment makes such curtailment or discontinuance advisable;
 - g. Control the use of equipment and property of the City;
 - h. Schedule and assign work to the employees and determine the size and composition of the work force;
 - i. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities and equipment to be used and to introduce new or improved maintenance procedures, materials, and facilities and equipment to be used;
 - j. Formulate and revise rules and regulations, provided same are not inconsistent with this Agreement and do not impact on mandatory subjects of bargaining; and
 - k. Have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above, including the right to make unilateral changes.
- 11.2. It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by employees

covered by this Agreement and shall have the right to contract and/or subcontract any existing or future work. The City will notify the Union as early as practicable of the City's intent to contract and/or subcontract any existing or future work where such action would directly affect and result in layoff of employees covered by this Agreement. The foregoing does not imply any limitation on the City's right to contract and/or subcontract such work. If a decision is made to contract out or subcontract work, any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions, and/or hiring of employees affected by the successor agency in comparable jobs.

- 11.3. The above rights of the City are not all-inclusive but indicate the type of matters or rights that belong to and are inherent in the City in its capacity as management. Any of the rights, powers, and authority the City had prior to entering into this CBA are retained by the City except as specifically abridged, delegated, granted or modified by this Agreement.
- 11.4. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 12: WORK WEEK AND OVERTIME

- 12.1. A normal pay period shall constitute 80 hours. Under all circumstances, when organizationally feasible, members of this Bargaining Unit shall be entitled to a minimum of two consecutive days off after each 40 hours of service.
- 12.2. Schedules shall consist of:
- a. Road Patrol Day shift: 5/8 schedule with rotating days off;
 - b. Road Patrol Afternoon shift: 4/10 schedule with rotating days off;
 - c. Road Patrol Midnight shift: 4/10 schedule with rotating days off;
 - d. Personnel assigned to the Street Crimes Unit, Downtown Unit, Beach Unit, Marine Patrol, Motors, Traffic Unit, Neighborhood Team Leader (NTL), Special Events, Internal Affairs, and Personnel and Training, shall not be bound to the above schedules, and their schedules may be adjusted as required by the Department.
 - e. A 4/10 work schedule will be made available to the following specialty units, provided, however, that these employees may be returned to a 5/8 work schedule for up to a 30-day period when deemed operationally necessary as determined by the Chief of Police: CID Investigative Services (Detective Bureau), to exclude any employee assigned to any federal, state or local task force.
 - f. School Resource Officers: 5/8 schedule, Monday through Friday.
- 12.3. Shift Selection:
It is agreed that the Chief of Police has the right to determine the amount of personnel on each shift within the Patrol Division. The Chief of Police will fill at least 75% of the vacancies for a given shift for Officers who have completed the probationary period and at least 50% of vacancies for a given shift for Sergeants and Lieutenants who have completed the probationary period by seniority, subject to the following conditions:
- a. Shift picks will commence in October of each year. A designated window period will be formally announced in order to allow members to bid for the three different patrol shifts. It is the sole responsibility of each Officer to be available for the bidding period. Officers who miss the bidding period will be subject to being placed on a shift without consideration of seniority.
 - b. After shifts are chosen, the initiation of the new schedule will be effective on the 1st day of the second pay period in January.

- c. Those members coming into the Patrol Division from an outside Unit or Division can choose a shift. No "bumping" will be allowed. However, an adjustment period will occur every July in order to facilitate the request of those members coming into the Patrol Division. Members within the Patrol Division cannot re-bid for a new shift until October, which will be effective as of January of the following year. Exceptions can only be granted by the Chief of Police or designee.
- d. The Chief of Police shall reserve the right to alter the provisions of this article when situations arise that could create a negative impact within the organization, such as conflicts of interest, workplace diversity, nepotism, or other serious personnel issues. The Chief of Police or designee shall meet and confer with the President of the FOP or designee should any member of the Department directly affected by any alteration of this provision request such a meeting. It is agreed that with regard to members who are negatively affected due to the above (conflicts, nepotism, etc.), the member with the least seniority, when appropriate, should be considered first for the involuntary transfer.

- 12.4. Nothing herein shall guarantee any member payment for an 80 hour pay period unless the member actually works 80 hours, or the actual hours worked and any authorized compensated leave total 80 hours. Authorized compensated leave excluding sick leave shall mean leave compensated under the provisions of this Agreement or under existing City policy.
- 12.5. Hours actually worked in excess of the regular 80 hour pay period shall be compensated at the rate of time-and-one-half the member's regular straight-time rate or, if appropriate, the equivalent in compensatory time, provided that no member shall receive straight time, overtime or compensatory time for time spent in correcting work, which had been assigned and was improperly performed during the member's normal work day. Further, nothing herein shall require the payment of time-and-one-half or the equivalent in compensatory time when an insubstantial amount of time, defined as 15 minutes or less, is worked in excess of the normal workday. Overtime opportunities will be distributed among employees in the same rank and work assignment in a manner that is fair and equitable within the requirements of operational needs, except that this provision regarding the distribution of overtime opportunities shall not apply to or include employees who are serving in a probationary period as defined in Article 33. Any grievance filed regarding the distribution of overtime may be taken only to the City Manager or designee level of the grievance procedure for a final and binding decision, and no such grievance shall be subject to the arbitration provisions of the grievance procedure.
- 12.6. If a member of this Bargaining Unit is called out to work at a time outside of that member's normal working hours, the member shall receive a minimum of three hours pay at the rate of time-and-one-half the member's regular rate of pay, and

time-and-one-half the member's regular straight time rate for each additional hour beyond the initial three hours or, if appropriate, the equivalent in compensatory time. Call-out rates shall apply to each successive incident whereupon a member is called to duty outside of the member's normal working hours. Called out to work means that the officer must actually appear at the member's regular or assigned duty station in proper uniform/apparel for such assignment. Mere response to a telephone call or conversation by phone does not substitute for actual appearance at duty station.

- 12.7. Where the member is required to appear, while off-duty, as a subpoenaed witness in federal, circuit or county court, or at depositions or statement sessions where such proceedings involve pending criminal or civil cases, the minimum call-out rate of three hours at time-and-one-half shall apply, provided, however, that no member shall be compensated more than once for appearances occurring within the same minimum three hour period. Officers who are required to appear while off-duty, as a subpoenaed witness in a federal, circuit or county courts, or at depositions or statement sessions where such proceedings involve pending criminal or civil cases within one hour of the beginning of their regularly scheduled shift will not receive the three-hour minimum compensation referred to above. Rather, these Officers will be entitled to a minimum of one hour of compensation at time-and-one-half for such court appearance. Officers on extended standby shall be paid as required by the Fair Labor Standards Act ("FLSA"). In the event that the provisions of the FLSA do not require Officers to be paid for "extended standby," Officers shall receive pay or compensatory time at straight time rates. The decision to provide pay or compensatory time shall be within the discretion of the Chief of Police or his designee and shall not be subject to the grievance or arbitration procedures.
- 12.8. No supervisory official shall take action to cause the non-payment of straight time, time-and-one half, or compensatory time in circumstances wherein a member covered by this Agreement has performed work that entitled the member to such payment. However, nothing herein shall restrict the City or the Department from altering work schedules with five working days' notice, whenever practical, excluding emergencies, or taking any other action to reduce the number of overtime, court time, or call-out hours worked by the members covered by this Agreement.
- 12.9. Compensatory Time
- a) The allocation of compensatory time will be exclusively determined by the City to a maximum accrued balance of 80 hours per employee.
 - b) Compensatory time shall be utilized at the request of the employee upon five working days' notice, subject to the approval of the Chief of Police or designee, whose approval shall be final, provided that the use of compensatory time does not mitigate minimum staffing requirements beyond a reduction of two Officers, and the use of the compensatory time

does not unduly disrupt the operations of the Police Department or impose an unreasonable burden on the Department's ability to provide Police services of acceptable quality and quantity to the public.

- c) Upon termination for any reason including retirement, all unused compensatory time shall be paid in accordance with the provisions of the FLSA.

- 12.10. The City and the FOP recognize the FLSA. The parties are desirous of maintaining the provisions of compensatory time as negotiated in the labor contract. However, if the FLSA mandates regulations contrary to the contract and no discretion is available in its implementation, the parties will recognize the provisions of the FLSA.
- 12.11. Effective October 1, 2009, the blood time credit benefit shall be discontinued, and no additional blood time may be accrued as of that date. Any member who has accrued blood time as of October 1, 2009, shall be entitled to maintain that accrued time and thereafter use it consistent with the current approval requirements or be paid for that accrued blood time upon termination or entry into Deferred Retirement Option Plan ("DROP") at the member's current rate of pay.
- 12.12. By mutual agreement, the City and the FOP may open this article up for re-negotiation providing 30 days' notice.

ARTICLE 13: POLICE OFFICER'S BILL OF RIGHTS

The Police Officer's Bill of Rights, Florida Statute Section 112.532, is incorporated herein in its entirety as a part of this CBA. Should the statute be amended during the term of this Agreement, such amendment shall automatically be incorporated herein.

ARTICLE 14: HEALTH AND WELLNESS PLAN

- 14.1. The City agrees to provide group Medical coverage for its regular full-time employees. The City offers two plan options currently named Open Access Plus plan ("OAP") and Open Access Plus In-Network plan ("OAPIN").
- 14.2. The cost for all Bargaining Unit members for the OAP and OAPIN plans will be as follows:
- The City will contribute 80% of the premium cost for employees electing single coverage on the OAP plan. For employees adding dependents to the OAP plan, the City will pay 80% toward the cost of the premium and the employee will be responsible for 20%.
- Primary Care Physician ("PCP") Office Visits on the OAP plan are \$25.00.
- The City will contribute 100% of the premium cost for employees electing single coverage on the OAPIN plan. For employees adding dependents to the OAPIN plan, the City will pay 90% toward the cost of the premium and the employee will be responsible for 10%.
- PCP Office Visits on the OAPIN plan are \$30.00.
- 14.3. Employees hired on or after February 20, 2019 shall have the option of continuing under the City's health plan upon retirement, however, they shall be responsible for the entire cost of the health plan premium. Employees hired prior to February 20, 2019, shall have the option of continuing under the City's health plan upon retirement with no cost for single coverage, however they shall pay for the full cost of dependent coverage. Effective June 26, 2003, any vested member who leaves/left service with the City on or after that date prior to becoming eligible to draw retirement benefits must continue health coverage through COBRA and must thereafter become eligible to collect retirement benefits from the City during the COBRA coverage in order to be eligible for continued health coverage per this section. Any such member who did/does not follow these criteria shall not be eligible for continued health coverage. Any vested member who retired prior to June 26, 2003, before becoming eligible for retirement benefits will be eligible for health coverage under this section at such time as the member becomes eligible to collect retirement benefits from the City.
- 14.4. The City shall provide three dental insurance plans, a Low, a High and a Buy-Up for its regular full-time employees and such dependents meeting eligibility requirements at a total cost not to exceed \$19.00 per employee per month. Any contribution requirements in excess of \$19.00 per employee per month will be borne by the participating employee. The calendar year benefit maximum for

each employee and eligible dependent is \$2,000 on the Low and High Plans and \$3,000 for each employee and eligible dependent on the Buy-Up Plan.

14.5. Retiree Health Savings Accounts (“RHS”).

Effective on October 1, 2022, the following fixed/regular contributions shall be made into the employee's tax deferred health savings account, based on the employee's years of service, by the City and by each employee:

From 1 - 9 years of service: \$10 bi-weekly

From 10 to 19 years of service: \$25.00 bi-weekly

20 or more years of service: \$35.00 bi-weekly.

14.6. For Fiscal Year 23 and Fiscal Year 24, a Health Reimbursement Account (HRA) shall be made available to each employee in each new calendar year (January 1, 2023, and January 1, 2024, respectively) which will be based on the number of dependents the employee has on the City's health plan: \$400 for single coverage; \$600 for single plus one dependent; and \$1,000 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 medical expenses, with unused amounts being returned to the health fund for use in funding HRA accounts the next year. The HRA shall be subject to all applicable requirements and limitations set forth in federal laws and regulations.

14.7. Beginning January 1, 2024, the HRA funding for the following calendar year (January 1, 2025) will be contingent upon the employee completing a physical at the City's Employee Health Clinic (EHC). The goal of the 2024 City of Hollywood Wellness program is to help employees be better healthcare consumers and reward employees for being active, healthy and completing annual preventive exams. The City will encourage this by offering incentives for employees to complete their biometric screening at the EHC, along with a provider follow-up to review. The incentives are \$400 for single coverage; \$600 for single plus one dependent; and \$1,000 for single plus two or more dependents towards employees' HRA for the 2025 calendar year that are currently given to employees without any required targets. This program will be voluntary and offered to all active employees enrolled in the City's medical plan. The biometric screening must be completed in 2024 in order to receive the HRA incentive in 2025. All new hires in the 2025 calendar year will have the ability to earn the incentive after they complete their initial waiting period. For calendar years post 2025, the City may revise the incentives to include but not be limited to target-based initiatives with measurements in a desired range for metrics such as blood sugar, cholesterol, and blood pressure. The requirements of this section are contingent upon the City opening the EHC on or before July 1, 2024, and may be revised or

removed if unanticipated delays in construction or commencement of EHC services occur, which renders Bargaining Unit member performance under this section impractical, illogical, or unconscionable.

- 14.8. Each member shall have the option of completing an annual wellness preventative physical through the City's contracted provider currently named Life Scan, with the costs of the scan paid for by the City up to \$500 for each member, which includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.

ARTICLE 15: GRIEVANCE PROCEDURES AND ARBITRATION

- 15.1. The parties recognize that state law, court decisions, and Attorney General opinions favor collective bargaining relative to the general scope of wages, hours, and working conditions. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is further agreed and understood by the parties that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover both grievances involving the application or interpretation of this Agreement and grievances involving discharge, suspension, demotion, unsatisfactory observed behavior report, or any other adverse personnel action against a member covered by this Agreement.
- 15.2. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should either party fail to observe the time limits as set out in the steps of this Article, the grievance will automatically be processed to the next step of the procedure. Written responses for each of the steps detailed below may be sent to the appropriate party via-email.
- 15.3. Grievances shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances::

Step 1:

The member shall first take up his grievance with his immediate Supervisor within 10 days of the occurrence of the event(s) that gave rise to the grievance. Such meeting between the member and the member's immediate Supervisor shall be on an informal and oral basis and, within five days thereafter, the immediate Supervisor shall respond in writing to the member presenting the grievance.

Step 2:

Any grievance that cannot be satisfactorily settled with the immediate Supervisor shall be reduced to writing by the member and presented to the Chief of Police or designee within 10 days after the immediate Supervisor's response is due. This shall be done either through a representative of the Employee Organization or by the member at the member's option. The grievance shall be discussed in a meeting by and between the member (or a representative of the Employee Organization) and the Chief of Police or designee within five days from submission of the written grievance. The Chief of Police or designee shall, within 10 days after this meeting, render a decision, in writing, with a copy to the Employee Organization.

Step 3:

In the event the member is not satisfied with the disposition of the grievance in Step 2, the member shall have the right to appeal the Chief of Police's decision to the City Manager or designee within five days of the date of issuance of the Chief of Police's decision. Such appeal must be accompanied by the filing of a copy of

the original written grievance together with a letter signed by the member, or at the member's option, a representative of the Employee Organization, requesting that the Chief of Police's decision be reversed. The City Manager or designee shall, within 10 days of the filing of the appeal (or some longer period of time as is mutually agreed upon), render a decision, in writing, with a copy to the Employee Organization.

- 15.4. Where a grievance is general in nature, in that it applies to a number of members rather than a single member, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police within the time limits provided for the submission of a grievance in Step 1. The grievance shall be signed by the aggrieved members or a representative of the Employee Organization. Thereafter, the Chief of Police shall forward the grievance to the City Manager or designee, and it shall be processed in accordance with the procedures set forth in Step 3.
- 15.5. The parties, recognizing that the public policy and prevailing law permit certain provisions of this CBA (i.e., the Grievance Procedure) to supersede general legislation, special legislation, and local ordinances, and desiring to give this CBA the maximum force and effect, agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation or application of any provision of this Agreement or any matter involving discharge, suspension or demotion against any member covered by this Agreement. A grievance over discharge, suspension or demotion, shall be filed directly with the Chief of Police at Step 2 of the grievance procedure, within the same time limits as for the initial filing of a grievance at Step 1. The arbitration procedure set forth below shall also apply. Probationary employees shall not have the right to utilize the grievance procedure. Employees may not file for arbitration for grievances related to contract interpretation.
- 15.6. In the event a grievance processed through the grievance procedure set forth above has not been resolved, either party shall file simultaneously, within 15 days after the City Manager or designee renders a written decision on the grievance, a demand for arbitration upon the City Manager or designee and a request to the Federal Mediation and Conciliation Service to furnish a panel of seven names from which each party shall have the option of striking three names, thus leaving the seventh names, which will give a neutral or impartial arbitrator.
- 15.7. The City and the member (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement

this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this CBA be construed by the arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.

- 15.8. The parties shall make their choice of the arbitrator within five days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within 30 days of the closing of the arbitration hearing. The Arbitrator's award is both final and binding on all parties.
- 15.9. Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be paid by the party that does not prevail, except that in disciplinary appeals, if the arbitrator modifies the penalty, then the arbitrator's bill shall be equally shared by the parties. Expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript shall bear the cost of such transcript unless both parties mutually agree to share the cost.
- 15.10. These grievance and arbitration procedures shall have no application to the resolution of disputes between the parties concerning the terms of a new CBA to replace this Agreement. Disputes or grievances concerning shift transfers shall not be subject to the grievance procedure or arbitration.
- 15.11. All reference to "days" stated in this Article shall mean business days.
- 15.12. Grievances for unsatisfactory observed behavior reports shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievance.

Members (Officers/Sergeants):

The member shall take up the grievance with their Division Major within 10 days of the member receiving the unsatisfactory observed behavior report, which gave rise to the grievance. Such meeting between the member and their Division Major shall be on an informal and oral basis and, within 10 days thereafter, their Division Major shall respond in writing to the member presenting the grievance. The Division Major shall have final authority in the unsatisfactory observed behavior grievance process.

Members (Lieutenants):

The member shall take up the grievance with their Assistant Chief of Police within 10 days of the member receiving the unsatisfactory observed behavior report,

which gave rise to the grievance. Such meeting between the member and their Assistant Chief of Police shall be on an informal and oral basis and, within 10 days thereafter, their Assistant Chief of Police shall respond in writing to the member presenting the grievance. The Assistant Chief of Police shall have final authority in the unsatisfactory observed behavior grievance process.

ARTICLE 16: WORKERS' COMPENSATION

- 16.1. An employee, becoming eligible for Workers Compensation benefits due to a job-related injury or illness, shall receive a full paycheck (based on gross pay) from the City on a bi-weekly basis for a period of 12 weeks when the employee has been placed in a "no duty" status by the employee's workers compensation physician in writing. Subsequently, at the end of the 12-week period, unless there is an extension of the above stated benefit as provided for in Section 16.2, any employee still in a "no duty" status under this section will receive a check from the City's third-party administrator in the amount provided under the workers compensation law.
- 16.2. The receipt of a full paycheck (based on gross pay) may be extended beyond the 12 weeks provided in Section 16.1 by the City Manager or designee, upon recommendation by the Chief of Police or designee, for as long as the employee remains in a "no duty" status by the employee's authorized workers compensation physician, or until the employee is released to limited/light duty, or until the employee receives a disability retirement pension, whichever occurs first. In the event an employee receives a disability pension in addition to workers compensation benefits, the amount of the pension shall be reduced to the maximum extent permitted by law.
- 16.3. Should the City Manager or designee not grant the initial full 12-weeks benefit provided by Section 16.1, or not extend the benefit as provided by Section 16.2, the City Manager or designee shall give the employee at least one week's notice prior to curtailing the employee's benefits. The City's decision to curtail the initial 12-week benefits or not to extend the benefits shall be subject to the grievance and arbitration provision of this Agreement starting at the arbitration procedure. The parties further agree that should such a dispute go to arbitration, the arbitration procedure shall be expedited, and the arbitrator shall be requested by both parties to make a prompt award without a written opinion.

ARTICLE 17: MILITARY LEAVE OF ABSENCE FOR TRAINING

- 17.1. Military Leave of Absence shall be in accordance with applicable federal and state laws.
- 17.2. Employees covered by this Agreement who are Commissioned Reserve Officers or Reserve Enlisted Personnel in the United States Military or Naval Service, or members of the Florida State National Guard, shall be entitled to leave of absence without loss of pay from their respective duties for such time as they shall be ordered to military service of field training status, for a period not to exceed 240 hours in any one fiscal year.
- 17.3. The affected employee will present a request for leave, together with the employee's military orders, to the Chief of Police or designee as soon as practicable following receipt of such orders.

ARTICLE 18: FAMILY MEDICAL LEAVE

- 18.1. As provided for in more detail in HR-050 "Family Leave," a member who has worked with the City at least 12 months and who has worked at least 1,250 hours in the 12 months immediately prior to the beginning date of the leave may be entitled to 12 work weeks of unpaid, job-protected leave during a 12 month period for specified family and medical reasons, as defined and controlled by the Family and Medical Leave Act ("FMLA") of 1993 and U.S. Department of Labor FMLA Regulations, as amended.
- a. Eligible Reasons for FMLA Leave:
- i. birth and care of a newborn child of the employee;
 - ii. placement with the employee of a child for adoption or foster care;
 - iii. care for an employee's spouse (or registered domestic partner), parent, or child with a serious health condition;
 - iv. serious health condition that makes the employee unable to perform the functions of the employee's job;
 - v. exigency related to active-duty military service by the employee's immediate family member;
 - vi. up to 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.
- b. The conditions under which FMLA leave may be requested, the procedures to request FMLA leave, and the terms of such leave are set forth in detail in HR-050 "Family Leave."
- 18.2. A leave of absence may be granted to maintain continuity of service in instances where the circumstances listed above require an employee's absence from work. Employees requesting a leave must provide the City with appropriate documentation. For female employees, a maternity leave of absence may be granted for a period of four months.

ARTICLE 19: SERVICE AWARDS

The City will provide awards for outstanding service (i.e., saving a life). These awards will be in the form of medals or campaign ribbons, and Officer of the Month awards, whichever the City deems appropriate. Attendance at such event shall be without compensation if the Officer receiving the award is off duty.

ARTICLE 20: ASSIGNMENT PAY

- 20.1. Members assigned the following duties shall receive a five percent (5%) increase above their base rate of pay as assignment pay:
- a. Detectives/Investigators (SCU, Investigative Services, IA, Personnel and VIN).
 - b. Traffic Unit (Motorcycle and Traffic Homicide).
 - c. Field Training Officer ("FTO").
 - d. Training.
 - e. Public Information Officer ("PIO").
- 20.2. Members assigned the following duties shall receive a two and one-half percent (2.5%) increase above their base rate of pay as assignment pay:
- a. School Resource Officers (SRO).
 - b. Neighborhood Team Leaders (NTL).
 - c. Marine Patrol.
 - d. Beach and Downtown Units.
- 20.3. Members assigned the following duties shall receive a five percent (5%) increase above their base rate of pay as shift differential pay:
- a. Road Patrol Officers assigned to the midnight shift (Alpha Shift).
 - b. Canine Officers who work the majority of their assigned hours on the midnight shift (Alpha Shift).
- 20.4. Members assigned the following duties shall receive a two and one-half percent (2.5%) increase above their base rate of pay as shift differential pay:
- a. Road Patrol Officers assigned to the evening shift (Charlie Shift).
 - b. Canine Officers who work the majority of their assigned hours on the evening shift (Charlie Shift).

20.5. Members assigned the following in addition to their primary and regular assignment shall receive an annual non-pensionable payout each year:

- SWAT: \$1500
- Hostage Crisis Negotiator: \$500
- Dive Team: \$800
- Field Force Officer: \$500

Payments will be bi-weekly. Members who are not assigned for a full year will receive a pro-rated payment in accordance with the payroll division pro-ration procedures.

Members on any leave of absence, not including workers compensation for greater than 45 consecutive calendar days will receive a pro-rated payment in accordance with the payroll division pro-ration procedures.

The selection, assignment to, and/or removal from any specialty unit or additional assignment provided for in section 20.5 of this article shall not be subject to any grievance or arbitration procedure regardless of the selection, assignment, or removal purpose.

The City shall maintain complete management authority of unilaterally assigning members to specialty units or additional assignments provided for in the section.

20.6. In consideration for training, maintenance and care of the Police Canine assigned to each Police Canine Officer, those Officers will be paid two hours of overtime for each 40-hour assignment (excluding vacations) and will be assigned to work a four-day, nine-hour work-shift schedule. Police Canine Officers will also be reimbursed for veterinary and kennel fees. The decision to kennel a Police Canine must be approved by the Division Major or designee. The City and the FOP (on behalf of the Police Canine Officers) agree that these benefits and additional compensation represent a reasonable and complete agreement for payment to Police Canine Officers for time and effort spent caring for their assigned Police Canine.

ARTICLE 21: WORK AT A HIGHER RANK

- 21.1. Effective upon the ratification date of this Agreement, bargaining unit members temporarily assigned to perform the duties of a higher rank within the Department for less than 30 days shall receive a 7% increase above their base rate. Bargaining Unit members assigned to perform the duties of a higher rank within the Department as a long-term assignment, defined as 30 days or more, shall receive a 10% increase above their base rate.
- 21.2. The provisions of this article shall not apply to assignments of less than eight hours.
- 21.3. Per Standard Operating Procedure (SOP), responsibility for documentation of shifts worked at a higher rank shall fall upon the member. For payroll purposes, documentation of approval shall be submitted no later than Wednesday following the week in which any shift at a higher rank was worked.

ARTICLE 22: EMERGENCY FOOD AND SUPPLIES

In the event of a hurricane or other natural disaster or some unusual condition wherein the City Manager declares it to be an emergency, members will be required to be self-sufficient for the first 72 hours. The City will make every reasonable effort to provide food and/or necessary supplies to any employee covered by this Agreement who:

- a) Works six or more continuous hours beyond his normal workday or shift;
- b) Is called back after having completed his normal workday and works six or more continuous hours.
- c) The City will make every effort to assure that all Officers have a reasonable amount of time to secure their homes and property, subject however to the overriding needs of the Community.
- d) The FOP agrees to establish a food committee.

ARTICLE 23: MAINTENANCE OF EXISTING POLICY - PREVAILING RIGHTS

- 23.1. All benefits of employment specifically included or specifically referred to in this Agreement, in addition to and including those stated or referred to in Section 2 below, shall be maintained in full force and effect for the duration of this Agreement.
- 23.2. The City will maintain its existing policy with respect to: defense of lawsuits; open door policy with respect to meeting with the Chief of Police; meal breaks and break times; locker and shower rooms; gymnasium (if space is available); equipment and supplies such as ammunition, pens, batteries and radios, parking to the extent space is or can be made available; and to other similar amenities as are currently in effect. These provisions shall not conflict with any contract articles, specific provisions of which shall prevail.

ARTICLE 24: LEAVES OF ABSENCE

- 24.1. An employee member of this Bargaining Unit may request a leave of absence without pay:
- a. For personal sickness or disability; or
 - b. To engage in a full-time course of study; or
 - c. For other good and sufficient reasons that are considered to be in the best interest of the City of Hollywood service.
- 24.2. Leave of Absence Without Pay (supra, Sec.1) may be granted by the Chief of Police, in his sole discretion, for a period not to exceed 120 days. Leave may be extended beyond the initial period at the sole discretion of the Chief of Police.
- 24.3. The employee will be responsible for any payroll benefits/pension contributions for benefits when and if the payroll distribution is insufficient to cover these contributions. Termination of benefits may occur if payment is not received within 31 days of the due date.

ARTICLE 25: VEHICLE AND SAFETY EQUIPMENT

- 25.1. The City will make a good faith effort to maintain police vehicles, safety equipment and police facilities in safe working order.
- 25.2. The City will replace vehicles as often as it deems necessary and provided it has the necessary budgeted funding earmarked for such replacement.
- 25.3. The City will ensure that City vehicles will be cleaned of biohazardous fluids by a certified company or one that meets Occupational Safety and Health Administration (OSHA) standards.
- 25.4. The parties agree that vehicles will be kept and maintained in an operationally safe manner. Any grievance filed regarding the operational safety of a vehicle may be taken only to the City Manager or designee level of the grievance procedure for a final and binding decision, and no such grievance shall be subject to the arbitration provisions of the grievance procedure.

ARTICLE 26: ANNUAL LEAVE

- 26.1. Employees covered by this Agreement shall upon completion of continuous years of service, earn Annual Leave (vacation hours) at the following rate, based on their anniversary date:

Continuous Years of Service	Earned Annual Leave (vacation hours)
1 to 3 years	80 hours/year
4 to 10 years	132 hours/year
11 to 15 years	164 hours/year
16 to 20 years	180 hours/year
21 years and over	220 hours/year

- 26.2. Any member covered by this Agreement may request a vacation paycheck in advance of the member's scheduled annual vacation leave by submitting a written request to the City Payroll Department no later than three weeks prior to the commencement of the annual vacation leave.
- 26.3. Not later than August 1st of each calendar year, an employee may elect to redeem up to a maximum of 40 hours of the unused annual (vacation) leave. Payment for such redemption to be made by or before September 10th following the redemption request.
- 26.4. If an employee's scheduled vacation is involuntarily canceled due to the City's personnel needs, occasioned by civil disorder or emergency, the employee shall be permitted to reschedule at a mutually agreeable time. If a rescheduled time cannot be mutually agreed upon, the City shall redeem that period of scheduled vacation time that had been cancelled.
- 26.5. No employee covered by this Agreement shall receive a benefit greater than those provided in this Article without regard to any current or prior inconsistent practice.
- 26.6. All Bargaining Unit members who enter the DROP after the ratification of this Agreement may elect to maintain all or a portion of his/her accrued annual leave and/or compensatory leave for use while participating in the DROP, or the Bargaining Unit member may elect to be paid out for all or a portion of accrued annual leave at the employee's hourly rate that is in effect on their date of separation or upon entering the DROP.
- 26.7. Annual leave earned must be used before the end of the calendar year following the fiscal year in which it was earned.

ARTICLE 27: UNIFORMS AND UNIFORM CLOTHING AND MAINTENANCE ALLOWANCE

- 27.1. Initial uniforms s and equipment ~~issue~~ supplied by the City for all sworn personnel consists of the following:

<u>Quantity</u>	<u>Item Description</u>
1 each	Ballistic Vest w/ <u>outer</u> cover
1 each	Long Sleeve/Class A
1 each	Short Sleeve/Class B
4 each	Short Sleeve Polo
1 pair	Trousers
4 pair	BDU Pants
1 each	Winter Jacket w/liner
1 each	Baseball-style cap
1 each	Breast Badge
1 each	Handcuffs
1 each	ASP
1 each	Name Pin
1 each	Flashlight
1 each	Rain Suit/Coat, including boots
6 each	Short or long sleeve shirts
5 pair	Trousers/Battle Dress Uniform ("BDU")
1 Service Weapon	Including 3 Magazines
55 rounds	Service Weapon Ammunition
1 each	Chemical Agent

- ~~27.2.~~ The City will provide each member \$325 annually for replacement uniforms. Replacement uniforms must be requested by July 1st of each year. The annual \$325 cannot be rolled over and create a credit balance should the replacement uniforms not total \$325.

Additional uniform replacements may be made on an as-needed, case-by-case basis, as determined in the sole discretion of the Chief of Police or designee.

All members are to maintain their uniforms and maintain a professional appearance.

- ~~27.3.~~ Specialized Job Assignments/Transfers/Specialized Units

- ~~27.2.~~ In addition to the uniform and equipment allocation specified in 27.2 above, members assigned specialized jobs or transferred into specialized units may order additional uniforms paid for by the City up to the allotted dollar amount specified below. Annually, uniforms supplied by the City for specialized sworn personnel consist of the following:

<u>Assignment</u>	<u>Quantity</u>	<u>Item Description</u>
Motor Officer	5 each	Shirts and Trousers
Street Crimes	5 each	Shirts and Trousers
K-9 Officer	5 each	Shirts and Trousers
Motor Officer	1 each	Helmet
Motor Officer	1 pair	Boots
Crisis Negotiation Team	3 pair	Shirts and Trousers
SWAT	3 pair	Shirts and Trousers
Dive Team	3 pair	Shirts and Trousers
Field Force	3 pair	Shirts and Trousers

Specialized Job Assignments - Members currently assigned to Specialized Job Assignments will receive the below allocation annually in addition to the amounts specified in section 27.2:

Street Crimes	\$50	Polos/T-Shirts
K-9 Officers	\$414	BDU
SWAT	\$345	BDU

Specialized Units - Members transferred into Specialized Units will receive the below initial allocation in addition to the amounts specified in section 27.2:

Motors	\$1475	Trousers/Boots/Helmet
Street Crimes	\$350	Polos/T-Shirts
K-9	\$415	BDU
Crisis Negotiation Team	\$50	Polos
Dive Team	\$50	T-Shirts
Field Force	\$100	BDU
QRT	\$50	T-Shirts
CID	\$150	Polos
NTL	\$75	Shorts
Training	\$200	Polos

27.3. Upon promotion, the following will be issued (as applicable):

<u>Quantity</u>	<u>Item Description</u>
6-sets	Sergeant Chevrons
1-set	Sergeant Collar Insignia
1-set	Lieutenant Bars

In addition to the annual allocation amounts specified in 27.2 above, upon promotion, members will be provided an initial one time uniform and equipment allocation in accordance with the following ranks:

Sergeant	\$250
Lieutenant	\$350

Additionally, upon promotion, one set of collar insignias will be provided by the City.

~~27.4. Replacement of issue items on a turn-in, re-issue basis, will be furnished by the City, limited to the following items and quantities only. Replacements must be requested by July 1st of each year. Additional replacements may be made on an as needed, turn-in, reissue basis (i.e., transfers, promotions, etc.), case-by-case, as determined by the Chief of Police or designee.~~

<u>Quantity</u>	<u>Item Description</u>
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3 each per year	Short sleeve or long sleeve
3 pair per year	Trousers/BDU
(Or any 6 combination)	

~~27.5-27.4.~~ All newly hired Officers will be issued a complete set of leather or nylon items as required by the Department Manual. Repair or replacement of leather or nylon items for current Officers will be made by the City as needed as these items are required and specialized. There shall be one \$50.00 shoe reimbursement per member, per fiscal year (October 1st through September 30th). This benefit will be paid either by voucher to the supplier or to the individual member at the discretion of the City.

~~27.6-27.5.~~ The City will maintain and repair City-supplied service weapons, certified by the Department Range Officer as needed. Maintenance and repair of personal weapons will be the responsibility of the Officer.

~~27.7-27.6.~~ The City will repair or replace Officer's personal prescription eyeglasses or wristwatches, damaged, destroyed or lost in the line of duty, up to a maximum cost of \$125.00 each. The City will not be responsible for repair or replacement of Officer's personal prescription eyeglasses or wristwatches, damages, destroyed or lost due to the Officer's own negligence, nor for non-prescription sunglasses for any reason.

~~27.8-27.7.~~ All City property issued to members of this Bargaining Unit must be returned and accounted for, in serviceable condition at the time of resignation, retirement, termination, or any other permanent cessation of services. Those items that are marked as washable will be properly laundered, dried and hung on suitable hangers and covered with clear plastic garment covers. Those items that are marked "dry clean only" will be properly dry-cleaned, hangered and bagged as indicated.

~~27.9-27.8.~~ All Uniform members of the Bargaining Unit will receive a uniform maintenance allowance of \$50.00 per month; maintenance shall include all necessary cleaning and/or laundering and repair of garments and/or included accessories.

~~27.10-27.9.~~ All members of the Bargaining Unit assigned to non-uniform duty will receive a maintenance allowance of \$75.00 per month or \$100.00 per month if the assignment requires the members to wear business attire (business attire shall

mean shirt, slacks and a tie for men); maintenance shall include all necessary cleaning and/or laundering, repair and/or replacement of garments and/or accessories; uniforms, leather, and other accessory items listed in Sections 1, 2 and 3 above, will be retained by the Officer for such occasional use as duty may require, or when or if the Officer should return to regular uniform duty.

~~27.11.~~27.10. No member of the Bargaining Unit may receive both allowances as detailed in Sections 9 and 10 for the same period of time.

~~27.12.~~27.11. The City reserves the right to issue "Class A" uniforms, components of which shall be determined solely by the Chief of Police. Upon such issue, the Chief of Police shall publish notice as to when and where such "Class A" uniforms are to be worn.

~~27.13.~~27.12. For those Bargaining Unit members who are required to wear uniforms and from time to time wear plain clothes in the carrying out of their assigned duties for the City, they will receive a maintenance allowance of \$75.00 for any month in which they work a majority of their total duty time in that month in plain clothes; otherwise they will only receive the standard \$50.00 per month that all uniformed members are paid.

~~27.14.~~27.13. After reaching normal retirement in good standing, a member may request to keep his service weapon at no charge.

~~27.15.~~27.14. Any Bargaining Unit member whose assigned duties require the use of equipment described in this Article but who is on light or limited duty status shall receive such equipment unless otherwise prohibited, or unless the member is on light or limited duty due to a medical and/or psychological condition, or the member is relieved of duty status based on a pending internal affairs investigation.

ARTICLE 28: BEREAVEMENT LEAVE

- 28.1. In the event of a death in the immediate family, an employee will be granted 40 hours with pay. Such leave shall not be charged to sick leave or vacation leave, or any other earned leave, but shall be in addition thereto. The City reserves the right to request proof of death upon the employee's return to duty.
- 28.2. Immediate family is defined as a spouse, child, step-child, foster child or child obtained through legal guardianship, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents in-law, 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, legally appointed guardians or, with the City's approval, any person who has acted in such a capacity relative to the employee.

ARTICLE 29: SICK LEAVE

- 29.1. Sick Leave is accrued at the rate eight hours per calendar month for each month worked by covered employees. Sick leave shall not accrue during unpaid leaves of absence.
- 29.2. Sick leave used shall be charged against the employee's account on an hour-for-hour basis. Covered employees may not draw against future unearned sick leave.
- 29.3. Employees hired on or before January 31, 1994, have selected one of two options regarding liquidation of sick leave. This one-time irrevocable choice has been placed in the employee's personnel file, which will constitute the official record.
- 29.4. Employees hired after January 31, 1994, that subsequently terminate their employment with the City for any reason whatsoever, shall liquidate accrued, unused sick leave subject to the provisions of this section. Up to 40 hours of accrued sick leave may be carried over upon entering the DROP, or employee may elect to be paid out accrued sick leave at the employee's hourly rate that is in effect on their date of separation or upon entering the DROP. Liquidation of unused sick leave shall be based upon full years of service and shall be subject to the following maximum limitations:

Yrs. of Completed Service	% of Sick Leave Paid
Less than 10 years	20%
10 years or more but less than 20 year or a non-job-related disability	40%
20 years or more or a job-related disability	80%

- 29.5. At the employee's discretion, accrued sick time may be donated to another employee within the Bargaining Unit to cover a prolonged or long-time illness/injury absence provided the donor employee has a minimum accumulation of 96 hours of sick and/or vacation leave prior to the transfer of any sick leave. Such donations shall be on a dollar-for-dollar basis.
- 29.6. Employees who terminate employment while on their initial probationary period shall not be eligible for any sick leave payout.

ARTICLE 30: HOLIDAYS AND HOLIDAY PAY

- 30.1. The following legal holidays shall be observed in the manner indicated in Section 30.2 below:
- New Year's Day
 - Martin Luther King's Birthday
 - Presidents Day
 - Memorial Day
 - Juneteenth
 - Fourth of July
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
- 30.2. All members covered by this Agreement shall receive 10 hours of holiday pay or time, at the option of the employee, to be added to annual leave as each designated holiday occurs. Members shall not receive any other compensation for the designated holiday; whether they are on or off duty on the actual holiday date is immaterial.
- 30.3. Each member covered by this Agreement is entitled to one personal day off per calendar year. This personal day may be taken at the convenience of the employee, provided the employee submits the request to the Chief of Police or designee not less than 24 hours in advance of the beginning of the requested personal day off. Such request may be deferred by the Chief of Police due to Departmental work requirements. The personal day may not be carried forward or accumulated from year to year.
- 30.4. Holidays must be used within 365 days of earning the holiday.
- 30.5. Each member covered by this agreement shall be entitled to cash out up to 130 hours holiday time per year if unused. Employees must choose to cash out the unused holiday time in the pay period which it was earned.

ARTICLE 31: SENIORITY

- 31.1. The term "rank" when used in this Article shall mean Police Officer, Police Sergeant, and Police Lieutenant, Rank seniority shall be determined by date of appointment to respective ranks. If two or more employees attain rank seniority on the same date, seniority standing shall be determined by the test score used to establish their present rank. If the test score is the same, the date of application for employment with the Police Department will determine seniority status.
- 31.2. In the event of a layoff for any reason, employees shall be laid off in the inverse order of rank seniority in the affected rank(s). Employees who are to be laid off who have advanced to their present rank from a lower rank in which they held a permanent appointment, shall be offered a position in a lower rank for which the Employee is qualified. Seniority in the lower rank shall be established according to the date of the employee's permanent appointment to that rank. Employees who do not accept a lower rank shall be terminated. Employees shall be reinstated according to seniority in the rank from which the employee was laid off. Employees who do not accept reinstatement shall be terminated.
- 31.3. Vacations shall be chosen by rank seniority among members of each rank in each Section, Unit, or Division of the Police Department according to total accumulated time in rank within the Department. The Chief of Police shall have the sole right to determine how many members of each rank can be on vacation at any one time within each Section, Unit, or Division of the Police Department. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any event of disaster or emergency.
- 31.4. Seniority shall continue to accrue during all paid absences or leaves. Leave of absence without pay, for any reason, shall cause this date to be adjusted for an equivalent amount of time.
- 31.5. Transfers shall not be used for disciplinary purposes.
- 31.6.
- a. In the event of any permanent break in service occasioned by resignation, retirement, termination, or layoff, seniority credits shall cease, except that in the case of layoff only, if the employee is recalled, all such seniority credits shall be restored as adjusted by the period of absence caused by the layoff.
 - b. If the former employee was a Police Officer, the officer's salary shall be one pay step lower than that on the date of severance.

- c. If the former employee was a Sergeant or Lieutenant, the position on rehire shall be as a Police Officer at Step G of the Police Officer paygrade.
- d. The former employee, on re-hire in accordance with the above, shall be required to serve the standard one-year probationary period.

ARTICLE 32: BACK PAY

An employee shall be entitled to recover, without penalty to the City, funds due him by reasons of error in the implementation or administration of the City pay plan and other applicable regulations affecting pay. Whenever possible, this shall be done in conjunction with the employee's next paycheck.

ARTICLE 33: PROBATIONARY PERIOD

- 33.1. The standard probationary period for all employees shall be one year from either of the following, whichever is later:
- a. The date of hire or promotion; or
 - b. The date the employee achieves required education, certification, or specialized training; or
 - c. The date the Chief of Police extends the probation not to exceed six months due to unique, exceptional, or extenuating circumstances.
- 33.2. Shifts spent as an acting sergeant or acting lieutenant (as established in Article 21) shall be counted towards the member's promotional probationary time provided the member is promoted into the rank within six months of holding the acting rank. Shifts worked at a higher rank will be compiled in minimum increments of 40-hour blocks (4/10-hour shifts or 5/8-hour shifts) consisting of full shifts. The compiling of the qualifying days worked at a higher rank shall be the responsibility of the individual member. The maximum amount of acting time that shall be counted towards the member's promotional probationary period shall be six months.
- 33.3. Upon expiration of the time period as outlined above (Section 1), the Department Head will make a positive or negative recommendation for retention of the employee in the regular service, only at which time the employee shall be granted regular status, or terminated, or in the case of promotion, the employee is returned to the employee's former status.
- 33.4. In the event the Department Head shall inadvertently fail to make such recommendation, the employee's status shall not change, pending that action, not to exceed five working days from the date the action was due.
- 33.5. Failure to pass or complete probation cannot be appealed and is not subject to grievance or arbitration.
- 33.6. In cases where an employee is on probation or promotional probation and is on light duty, limited duty, administrative, relieved or extended leave of duty 30 days or longer, the standard probationary period will be extended by the amount of time an employee is absent or unable to fully perform the job.
- 33.7. The City, through the discretionary authority of the Chief of Police and the Director of Human Resources, has the right to place newly hired Police Officers within the C/starting step and the G/4 step of the pay scale range for Police Officers, based on the newly hired officer's previous law enforcement experience.

ARTICLE 34: PERFORMANCE SERVICE RATING

- 34.1. A permanent employee who has successfully completed probation and who has received an overall performance service rating evaluation of unacceptable, may request an appeal within 10 calendar days of the receipt of the evaluation by making a request in writing to the next higher authority over the rater. Further appeals may be taken through the chain of command up to the Chief of Police. The Chief of Police will hear the appeal and render a decision in writing, which shall be final and binding.
- 34.2. The purpose of any appeal is to:
- a. Determine compliance with Performance Service Rating procedures;
 - b. Determine whether the evaluation should be upheld or not and the reasons for the recommendation.
- 34.3. There shall be no Performance Service Rating evaluation placed in an employee's personnel folder unless the employee has been first given a copy.

ARTICLE 35: PERSONAL SECURITY

- 35.1. In an attempt to prevent vandalism to personal vehicles of employees, the City agrees to maintain the lighting of the employee parking lot adjacent to the Police Headquarters Building for the purpose of deterring vandalism.
- 35.2. If a personal vehicle is damaged while parked in the Police Department parking lot, any damage claims caused by golf balls from the Orangebrook Driving Range or from falling tree limbs in the Police Parking lot will be submitted to the City's Risk Management Division for investigation. If the Director of Human Resources agrees that the City should accept the claim(s), the City will pay up to \$250.00 towards the deductible of the employee's insurance policy.

ARTICLE 36: ACCESS TO PREMISES

- 36.1. Non-sworn Union representatives (non-City employees) shall be given access to all public areas of the Police Department, and shall be given the use, upon request, of the first-floor classroom to confer with Bargaining Unit employees.
- 36.2. The provisions of this Article shall be used only for grievance (complaint) handling, and not solicitation for membership. The grieving (complaining) Officer shall be held responsible to sign the representative into the building escort and sign the representative out of the building at the conclusion of their meeting. The representative shall not be otherwise permitted to be in any non-public area, unless permitted by the Chief of Police or designee.

ARTICLE 37: PENSION AND PENSION PLANS

- 37.1. The pension benefits for police officers shall be governed by the Police Officer's Retirement System ("Pension Plan") set forth in Chapter 33 of the Code of 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.
- 37.2. There are three categories of members, one category consisting of members who were hired on or before September 30, 2011, and were eligible to retire on or before September 30, 2020, based on a normal retirement date of age 50 or 22 years of continuous service ("Group One Restored Members"); a second category consisting of members who were hired on or before September 30, 2011, and would not be eligible to retire until after September 30, 2020, based on a normal retirement date of age 50 or 22 years of continuous service ("Group Two Restored Members"); and a third category consisting of members hired after September 30, 2011 ("Group Three Members").
- 37.3. Pension benefits are provided to the three groups as follows:
- a. Group One Restored Members: The following pension benefits are specifically provided to Group One Restored Members:
 - i. A 3% multiplier for the first 20 years of continuous service, a 4% multiplier for the 21st year of continuous service, and upon completion of 22 years of continuous service, an accrued benefit of 80% of average final compensation;
 - ii. A definition of earnings to include salary, overtime pay not to exceed 300 hours per year, longevity pay, assignment pay, payments for accrued holiday time, payments for accrued blood time, and payments for accrued compensatory time but not to include payments for unused sick time or for unused vacation time;
 - iii. A definition of average final compensation that shall include the average of the member's highest three years of earnings preceding the member's actual retirement or termination date;
 - iv. A normal retirement date of age 50 or 22 years of continuous service;
 - v. For Group One Restored Members who did not participate in the deferred retirement option plan ("DROP plan"), a 2% annual increase in benefits commencing three years after the date retirement benefits begin. For Group One Restored Members who participated in the DROP, a 2% annual increase in benefits

commencing upon the later of (i) separation of employment and (ii) three years after the member entered the DROP;

- vi. Only those Group One Restored Members participating in either the DROP plan or the reformed planned retirement benefit on February 20, 2019, shall be eligible for the supplemental pension distribution;
 - vii. A maximum normal retirement benefit of 80% of average final compensation;
 - viii. Eligibility to participate in the DROP plan with the Group One Restored Member to select an entry date on or after the day the member attained or attains age 50 or completed or completes 22 years of continuous service, subject to the existing limitation of 30 years of service with the City. Any member who attained age 50 or completed 22 years of continuous service before February 20, 2019, and was not already participating in the reformed planned retirement benefit before February 20, 2019, who wanted to participate retroactively in the DROP plan was required to submit his or her irrevocable written election/decision within 60 days of February 20, 2019, to participate retroactively in DROP plan starting on or after the date the member reached age 50 or 22 years of continuous service. Any member who attained age 50 or completed 22 years of continuous service before February 20, 2019, and was already participating in the reformed planned retirement before February 20, 2019, who wanted to change from the reformed planned retirement benefit to the DROP plan was required to submit his or her irrevocable written election/decision within 60 days of February 20, 2019, to change retroactively the member's participation to the DROP plan starting on or after the date the member attained age 50 or 22 years of continuous service. No member shall receive any benefits from both the DROP plan and the reformed planned retirement benefit;
 - ix. With ten or more years of continuous service, a vested benefit commencing upon attainment of age 50;
- b. Group Two Restored Members: The following pension benefits are specifically provided to Group Two Restored Members:
- i. A 3% multiplier for the first 20 years of continuous service, a 4% multiplier for the 21st year of continuous service, and upon completion of 22 years of continuous service, an accrued benefit of 80% of average final compensation;

- ii. A definition of earnings to include salary, overtime pay not to exceed 300 hours per year, longevity pay, assignment pay, payments for accrued holiday time not to exceed 130 hours, payments for accrued blood time, and payments for accrued compensatory time but not to include payments for unused sick time or for unused vacation time;
- iii. A new definition of average final compensation that shall include the average of the member's highest three years of earnings preceding the member's actual retirement or termination date;
- iv. A normal retirement date of age 50 or 22 years of continuous service;
- v. For Group Two Restored Members who do not participate in the DROP plan, a 2% annual increase in benefits commencing three years after the date retirement benefits begin. For Group Two Restored Members who participate in the DROP plan, a 2% annual increase in benefits commencing upon the later of (i) separation of employment and (ii) three years after the member entered the DROP plan;
- vi. A maximum normal retirement benefit of 80% of average final compensation;
- vii. Eligibility to participate in the DROP plan with the Group Two Restored Member to select an entry date on or after the day the member attained or attains age 50 or completed or completes 22 years of continuous service, subject to the existing limitation of 30 years of service with the City. Upon reaching a normal retirement date, a Group Two Restored Member may elect to participate in the reformed planned retirement benefit as an alternative to choosing DROP participation but cannot participate in both and the Member's decision shall be irrevocable;
- viii. With ten or more years of continuous service, a vested benefit commencing upon attainment of age 50;
- ix. Earnings in the DROP plan account of all members hired on or before September 30, 2011 shall be one of the following options: (1) the variable rate of return, which for any month shall be the actual net rate of investment gain or investment loss on the Retirement System's assets for the month, determined as of the last day of the month, reduced in the event of a net investment gain or increased in the event of a net investment loss by an administrative fee determined by the Board; or (2) 6% per year,

minus administrative costs; provided, however, if plan earnings exceed 6% per year, earnings in excess of 6% per year and not in excess of 12% per year shall offset the City's cost of maintaining the DROP plan program, and plan earnings in excess of 12% per year shall be equally divided between the DROP participant and the City.

- c. Group Three Members: The following pension benefits are specifically provided to Group Three Members:
- i. A normal retirement date of 22 years of continuous service to or retirement date of age 55 with 10 years of continuous service;
 - ii. A definition of earnings to include salary, overtime pay not to exceed 200 hours per year, longevity pay, assignment pay, payments for accrued holiday time not to exceed 130 hours but not to include payments for accrued blood time, annual "cash out" payments for vacation time, payments for accrued compensatory time, and payments for unused sick time or for unused vacation time;
 - iii. Eligibility to participate in the DROP plan, with the Group Three Member to select an entry date on or after the day the member attained or attains age 55 or completed or completes 22 years of continuous service, subject to the existing limitation of 30 years of service with the city. Upon reaching a normal retirement date, a Group Three member may elect to participate in the reformed planned retirement benefit as an alternative to choosing DROP plan participation but cannot participate in both. The member's decision shall be irrevocable;
 - iv. For Group Three Members who do not participate in the DROP plan, a 2.5% every other year increase in benefits commencing three years after the date retirement benefits begin. For Group Three Members who participate in the DROP plan, a 2.5% every other year increase in benefits commencing upon the later of (i) separation of employment and (ii) three years after the member entered the DROP plan;
 - v. A maximum normal retirement benefit of 75% of average monthly earnings;
 - vi. Maintain the 3% multiplier for the first 21 years of continuous service but allow Group Three Members to retire upon completion of 22 years of creditable service at an accrued benefit of 75% of their average final compensation;

- vii. The maximum participation period for Group Three Members in the DROP is eight years, which means that a Group Three Member will be eligible to enter the DROP after completion of 22 years of service, subject to the other existing limitation of 30 years of service with the City.

d. All Members: The following pension benefits are provided to all members:

- i. The employee contribution rate for all three categories of members is 9.5%. Upon entry into the DROP plan, members shall cease making employee contributions.
- ii. The allowance of in-service distributions to retired police officers who are re-hired on a part-time basis, as permitted by the Internal Revenue Code and Treasury Regulations. In such event, the re-hired part-time police officer will not earn additional service credit in the Plan but will be paid the member's normal retirement benefit as defined in the Ordinance.
- iii. Members may purchase up to a total of four years of credit for military service prior to employment, or prior service as a full-time municipal, county, state, or federal police officer which meets the definition of "police officer" as provided in this plan, or a combination of the two types of service. In the case of prior policer service, the member shall certify that no retirement benefit is or will be paid on account of the prior police service. Members purchasing credit for prior service under this division shall pay the full actuarial cost of the credited service as determined by the actuary for the plan. Credited service purchased pursuant to this section shall not count toward a member's vesting. The Board of Trustees shall provide uniform rules for the administration of this benefit.
- iv. Allow beneficiaries of officers who die in a service-incurred death with less than 10 years of service to receive the same benefits as beneficiaries of officers who die in a service-incurred death with 10 or more years of service. This provision would be retroactive for the beneficiaries of all officers who died in a service-incurred death with less than 10 years of service.

37.4. Police officers shall become members of the Police Pension Plan and begin contributing into the Police Pension Plan upon the officer's hire date with the City as a certified police officer.

37.5. If an employee terminates employment with the Police Department with less than ten years of service, either voluntarily or by discharge, and is not eligible for any other benefit under the Police Pension Plan, the employee shall receive a refund of the employee's contributions, without interest.

- 37.6. The parties agree by mutual consent that all premium tax refunds received by the City pursuant to Chapter 185, Florida Statutes, shall be used to offset City contribution requirements. The parties also agree, by mutual consent and in accordance with Senate Bill 1172, to create a share plan. The share plan shall not be funded during the term of this Agreement.
- 37.7. The parties agree that if any changes in state law or any action by the Division of Retirement or the Pension Board eliminates or reduces the annual amount of premium tax refunds below \$1,000,000.00, then the parties agree to reopen Article 43.3 of this Agreement to re-negotiate the percent wage increase of the applicable fiscal year.
- 37.8. The parties agree that to be eligible for any of the pension benefit enhancements provided in this Article, the employee must be actively employed by the City (and not participating in DROP) on or after February 20, 2019.
- 37.9. 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 any part of the CBA or the Pension Plan 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 any tribunal or through settlement of any matter related to such changes, including the pending unfair labor practice charges that are on appeal in Case Number 1D12-3901 and PERC Case No. CA-2011-098 and/or the unfair labor practice charges that are stayed in PERC Case No. CA-2012-016.
- 37.10. As per the provisions of the Hollywood Police Officer's Pension Plan, a member who has been found to be permanently disabled may be assigned to an available light duty position within the Police Department. The City will make available two budgeted positions. As a need arises, future positions maybe budgeted at the City's discretion. The member shall not be entitled to their then-current rank at the time of light duty assignment, nor shall the member be guaranteed continuance in the light duty position once reaching normal retirement age. Though a member assigned to light duty is not entitled to rank, pay scale shall not be affected by any change in rank due specifically to light duty assignment.
- 37.11. Any spouse of a deceased retiree may continue health care coverage and will be responsible for the entire premium.
- 37.12. If the actuarial assumption rate changes during the term of this Agreement, the City may re-open this article with 30 days' notice to the FOP.
- 37.13. 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 pension plan and the pension plan's unfunded liability may be reduced. Present at these meeting

shall be four bargaining unit employees selected by the Union and four management representatives selected by the Chief of Police. The parties shall meet upon the request of either party, or at other specific times mutually agreed upon.

ARTICLE 38: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 38.1. It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Agreements, and concluding all collective bargaining during its term, except as otherwise specifically provided in this Agreement. The Union specifically waives the right to bargain during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the other parties at the time this Agreement was negotiated.
- 38.2. It is understood and agreed that if any part of this Agreement is in conflict with mandatory federal or state laws, or mandatory federal or state laws, or mandatory provisions of the City Charter, such parts shall be renegotiated, and the appropriate mandatory provisions shall prevail.
- 38.3. Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet as soon as practical to negotiate substitute provisions of this Agreement.

ARTICLE 39: EDUCATION AND INCENTIVE PAY PROGRAM

- 39.1. It is the policy of the Police Department to assist permanent full-time Officers 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 Department by assisting them in performing their duties. In furtherance of this policy, the City shall provide employees certain terms and conditions as follows:
- a. To be eligible to participate in the Educational and Incentive Pay Program, a newly hired member must have achieved permanent status by successfully completing the probationary period. Effective October 1, 2009, employees who are participating in the DROP shall not be eligible for tuition reimbursement.
 - b. Members 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 \$3,000.00 annually for tuition reimbursement costs.
 - e. Employees who receive benefits under this program who voluntarily leave the City's employment within two 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.
- 39.2. Members 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 and Incentive Pay Program, all course work must be properly approved prior to the beginning of the class by the Chief of Police.
 - b. Members desiring reimbursement must submit a written request for approval from the Chief of Police.
 - c. Reimbursement will be for courses leading to college or post graduate degrees. Reimbursement may be provided for on-line coursework for core courses required by a residential degree program. Tuition will not be

reimbursed for total on-line degree programs and/or on-line degree program electives.

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 member may be attending a private educational institution.

e. When a member completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the Chief of Police. The reimbursement procedure for law enforcement 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 the G.I. Bill or other 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. The Program covers tuition costs and books.

39.3. There shall be no incentive payments by the City for achieving educational levels above the minimums required to hold any position in the Bargaining Unit. Education incentive payments as mandated by Florida State Statutes shall be made in accordance with those applicable statutes.

39.4. In the event the State of Florida should discontinue the mandate on Education and Incentive pay during the term of this Agreement, the parties agree to immediately commence negotiations, on this one issue only, on demand of the Union. Results of such negotiations shall be for the balance of the term of this Agreement and shall be incorporated herein.

39.5: If a member proposes to attend local schools to further his education, the City agrees that they will make reasonable efforts to accommodate scheduling to permit school attendance. It is understood that requests will be handled on a first come, first served basis and will not interfere with the effective operation of the Department.

ARTICLE 40: VEHICLE TAKE HOME

- 40.1. The purpose of this Article is to provide the appearance of additional police presence. To this end, there shall be a vehicle take-home policy, subject to the following:

Members who have passed probation and who reside within the Tri-County area (Miami-Dade, Broward and Palm Beach Counties) using a direct line radius measured from Police Headquarters shall:

- a) Have assigned take-home vehicles.
- b) Those members living outside the City limits of Hollywood but within the above noted boundaries will reimburse the City for the use of a take-home vehicle on a monthly basis according to the following mileage schedule, which shall be measured from Police Headquarters to each Officer's residence:

Up to 10 miles:	\$50
10.1 to 20 miles:	\$55
20.1 to 30 miles	\$60
30.1 to 45 miles:	\$70
45.1 or more miles	\$100

- c) A policy will be established by the Chief of Police for the use of vehicles. However, any such policy will not abridge the current Department Policy, which allows the Chief of Police to approve the utilization of vehicles for authorized extra duty employment.
- d) Upon the sole discretion of the Chief of Police, those members on probation who have successfully completed the FTO program may have an assigned vehicle, contingent upon availability.

- 40.2. Vehicles that by the nature of their assignment require security and/or maintenance of equipment and/or rapid response to their specialized duty assignments, may be authorized by the Chief of Police or designee, in his sole discretion, for take-home use upon the completion of a member's tour of duty, and will not be subject to Section 40.1(b).

- 40.3. In order to be allowed route deviation from more than 5 miles from the route from the Bargaining Unit member's assigned station to their home, Bargaining Unit members using a City take-home vehicle must purchase, at the Bargaining Unit member's sole expense, an insurance rider for personal use of the City's vehicle. Under no circumstances are personal passengers allowed in a City vehicle being used as a take-home vehicle. Specific procedures, requirements and regulations will be in accordance with SOP # 215.1 Police Vehicles. This is not subject to the

grievance and arbitration procedures as the Chief of Police has the sole discretion to authorize route deviation.

- 40.4. No Bargaining Unit member will be denied the use of a City take-home vehicle except in those instances wherein a member has been found to have violated the take-home vehicle policy or the accident vehicle policy. Therefore, at the member's option, appeals may be made to the Chief of Police. The Chief of Police's determination shall be final and binding on the Bargaining Unit member. The suspension of the use of a take-home vehicle cannot be appealed through the grievance and arbitration procedure.
- 40.5. Any Bargaining Unit member who is assigned to light or limited duty status due to a medical and/or psychological condition, as well as any Bargaining Unit member who is relieved of duty based on a pending internal affairs investigation shall not be entitled to the take-home vehicle benefit (or the equipment described in Article 29). Any Bargaining Unit member who is assigned to light or limited duty status for any reason other than those stated in the prior sentence and who would otherwise be entitled to a take-home vehicle under this Article, but whose assigned duties do not require the use of a City vehicle, will receive, in the Chief of Police's sole discretion, either a take-home vehicle or a vehicle allowance not to exceed \$200.00 per month.

ARTICLE 41: SERVICES TO THE UNION

- 41.1. The City will furnish to the Union an electronic copy each of all written rules, regulations pertaining to all City-employee relations, including but not limited to:
- a. City Administrative Orders;
 - b. Personnel Rules and Manuals;
 - c. Department Administrative Orders and any such General Orders affecting wages, hours, and working conditions.
- 41.2. The City will furnish the Union, on a semi-annual basis, a complete roster of the Bargaining Unit, including name, rank, present assignment and current pay scale. The City will also provide a supplemental listing of all Bargaining Unit new hires and terminations each pay period.
- 41.3. The City will furnish the Union an electronic version of the CBA.
- 41.4. The City will provide the Union with one bulletin board up to 16" x 33" in a mutually agreeable, appropriate place for the display of appropriate Union literature, correspondence and notices. The names and telephone numbers of the Union Officers and Business Agent may also be displayed. All material posted by the Union will be identified as "Union Notices." In addition, the City will allow appropriate Union Notices, subject to approval by the Chief of Police, to be sent electronically to bargaining unit members via the City's e-mail system Administrator.
- 41.5. One designated FOP representative, when on duty and when organizationally feasible, shall be allowed time off with pay to attend any regular or special meetings of the City Commission at which matters affecting Bargaining Unit members are to be discussed or acted upon.

ARTICLE 42: BEARDS

- 42.1. Members of this Bargaining Unit will be permitted to wear beards subject to the following guidelines:
- a. The beard will follow the jaw line and will be kept neatly trimmed and clean at all times and not more than one inch in length at its longest point;
 - b. The beard will not extend down from the crease of the neck nor up onto the cheek under the eye;
 - c. The beard must be developed while on vacation or otherwise away from the Department; individuals will not be permitted to maintain shabby appearances as a result of a simple failure to shave.
- 42.2. The member's immediate Supervisor shall have the responsibility of enforcing these guidelines. Any dispute will be submitted to the Chief of Police whose decision will be final and not subject to grievance.

ARTICLE 43: WAGES

43.1.

- a. Employees will advance annually to the next base pay grade in the Pay Chart based on their anniversary date through pay grade I/6 on the Pay Chart.
- b. Advancement to pay grade L-10 will be after 10 years of continuous service; to pay grade L-12 after 12 years of continuous service; to pay grade L-14 after 14 years of continuous service; to pay grade L-17 after 17 years of continuous service.
- c. No employee may exceed the maximum base pay rate for the employee's classification.

43.2.

When an employee is promoted, the employee will be moved from the employee's current base pay grade of the lower classification into the same base pay grade of the promoted classification on the Pay Chart (e.g., a Police Officer at pay grade I/6 would move to pay grade I/6 in the Sergeant classification; and a Sergeant at pay grade L-14 would move to pay grade L-14 in the Lieutenant classification).

43.3.

As noted in the base pay salary schedules, attached as Appendix I, the following pay increases shall be made to the base pay salary schedules:

- a) Effective the first full pay period after October 1, 2022, each level of base pay was increased by four percent (4%) as was agreed to by the parties in a memorandum of understanding passed by the City Commission Resolution in R-2022-321.
- b) A one-time net payment of \$1,000 was also provided to each employee covered by this Agreement in FY23.
- c) Effective beginning the first full pay period after October 1, 2023, each level of base pay will be increased by three percent (3%).
- d) Effective beginning the first full pay period after October 1, 2024, each level of base pay will be increased by three percent (3%).

ARTICLE 44: EMPLOYEE ASSISTANCE PROGRAM

- 44.1. 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. The program is available to all employees and family members and employee participation in the EAP shall be voluntary, confidential and not used for, or considered in matters relating to performance evaluation, discipline, transfers or promotions. An employee's participation in the EAP may not mitigate and/or avoid disciplinary action, unless otherwise determined by the Chief of Police or designee.
- 44.2. The City will exclusively determine the EAP provider and the level of service provided.

ARTICLE 45: DRUG-FREE WORKPLACE

The City and the Union offer their joint advocacy of a Drug-Free Workplace. To that end, the parties recognize that the health issue of substance abuse by employees will continue to be addressed in a pro-active manner through the Police Department Rules and Regulations.

ARTICLE 46: PHYSICAL FITNESS/WELLNESS PROGRAM

- 46.1. On a voluntary basis, and no less than once a year, employees may participate in a medically based screening program as determined by both the City and the Union. If, at the time of examination, it is found that an employee is a high cardiac profile risk, or presents the potential for a serious medical condition, it will be recommended that the employee seek the services of a health professional for counseling and monitoring as appropriate.
- 46.2. Employees shall abide by a Citywide "no smoking" policy as provided by the City. This Agreement is conditioned upon a Citywide approval of the policy and is uniformly applied to all personnel.
- 46.3. The City shall, at its own expense, provide voluntary classes to assist interested current employees who wish to stop smoking. This will be accomplished through the use of smoking cessation classes or through the use of medically approved smoking cessation prescriptions. All such methods shall be pre-approved by the City.
- 46.4. Effective June 7, 2006, it shall be a continuing condition of employment for any Officer hired after that date to refrain from smoking and the use of any tobacco products, except as stated in this section.
- The City agrees to recognize a very limited exception to this prohibition against the use of all tobacco products that will allow for such employees to smoke a single cigar at significant celebrations, such as a wedding, the birth of the child of the employee's family or friends or other similar significant event that may occasionally occur on an irregular basis.
- 46.5. The "Wellness Program" set forth in department SOP 112 shall form part of this Agreement and shall not be eliminated or amended except by mutual consent.
- 46.6. In recognition of the importance for mental health well-being, the City shall offer employees two paid workdays (either 8- or 10-hour days) on a use- it- or- lose- it basis to promote well-being and wellness beginning January 1, 2023, following the normal and customary time off procedures contained in SOP#166. These paid workdays must be used within the fiscal year in which they were earned or will be lost.

ARTICLE 47: HOLLYWOOD OFFICERS' MEMORIAL BENEFIT

In recognition of the following brave Officers who gave the ultimate sacrifice while protecting the citizens of the City of Hollywood, the City shall increase the term life insurance policy to a face amount of \$100,000.00 for each employee covered by this Agreement, at no cost to the employee during the term of active employment. The obligation to provide such life insurance shall cease upon the employee's retirement or termination of service for any reason.

Officer Owen Coleman, killed in the line of duty January 24, 1926

Officer Henry T Minard, killed in the line of duty November 18, 1972

Officer Byron W. Riley, killed in the line of duty August 30, 1973

Officer Phillip C. Yourman, killed in the line of duty August 30, 1973

Officer Frankie Shivers, killed in the line of duty September 5, 1982

Officer Alex Del Rio, killed in the line of duty November 22, 2008

Officer Jon Cooke, killed in the line of duty July 2, 2021

Officer Yandy Chirino, killed in the line of duty October 18, 2021

ARTICLE 48: DURATION OF AGREEMENT

- 48.1. This Agreement shall be effective October 1, 2022 and shall remain in full force and effect until September 30, 2025.
- 48.2. Specific provisions as to effective dates found in any of the various Articles of this Agreement shall not be affected by the provisions of Section I (above). In case of conflict, the specific Article provisions shall prevail. Employees must be actively employed on or after the ratification date of this Agreement to be eligible for any of the benefits provided in this Agreement, in accordance with state law.
- 48.3. All Letters of Understanding entered into between the City and FOP prior to the ratification of this Agreement shall be null and void unless specifically incorporated into this Agreement.

EXECUTION OF AGREEMENT

THIS COLLECTIVE BARGAINING 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 signatures affixed hereto.

Dated this _____ of _____, 2023.

WITNESSES:

Fraternal Order of Police, Lodge # 24

President

As to the Fraternal Order of Police,
Lodge # 24

Date: _____

WITNESS:

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

BY: _____
Mayor

Attest:

Approved: _____
City Manager

City Clerk

Director of Financial Services

Deputy City Manager

Director of Human Resources

APPROVED AS TO FORM:

CITY ATTORNEY

APPENDIX: PAY CHARTS