

COLLECTIVE BARGAINING AGREEMENT (CBA)

Between the

CITY OF HOLLYWOOD



and the

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

PROFESSIONAL



October 1, 2025

through

September 30, 2028

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	5
ARTICLE 2 - MANAGEMENT RIGHTS.....	6
ARTICLE 3 – NON-DISCRIMINATION	8
ARTICLE 4 – NULLIFICATION OF PAYROLL DUES DEDUCTIONS	9
ARTICLE 5 - UNION BUSINESS	10
ARTICLE 6 – WAGES & LONGEVITY	11
ARTICLE 7 - HOURS OF WORK.....	14
ARTICLE 8 - CERTIFICATION PAY	15
ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING	17
ARTICLE 10 - WORK RULES.....	18
ARTICLE 11 - PENSION AND PENSION PLAN	19
ARTICLE 12 - LAYOFF AND RECALL.....	20
ARTICLE 13 - SICK LEAVE	22
ARTICLE 14 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION	26
ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION	28
ARTICLE 16 - BEREAVEMENT LEAVE.....	32
ARTICLE 17 - PROBATIONARY PERIOD	33

ARTICLE 18 - DRUG FREE WORKPLACE	34
ARTICLE 19 - HEALTH AND WELLNESS PLAN.....	35
ARTICLE 20 – FAMILY AND MEDICAL LEAVE ACT / SPECIAL LEAVE / LEAVE OF ABSENCE.....	41
ARTICLE 21 - HOLIDAYS.....	45
ARTICLE 22 - JURY DUTY AND SUBPOENAS	47
ARTICLE 23 - VACATIONS	48
ARTICLE 24 - SENIORITY.....	49
ARTICLE 25 - PROMOTIONS	50
ARTICLE 26 - EDUCATIONAL REIMBURSEMENT PROGRAM	51
ARTICLE 27 - VOLUNTARY DEMOTIONS.....	53
ARTICLE 28 - OFFICIAL DUTY USE OF PERSONAL VEHICLE.....	55
ARTICLE 29 – PERFORMANCE REVIEW SYSTEM.....	56
ARTICLE 30 - CLASSIFICATION EVALUATION AND REVISION.....	57
ARTICLE 31 - CLOTHING	60
ARTICLE 32 – ASSIGNMENT PAY	61
ARTICLE 33 – REGULARLY SCHEDULED PART-TIME EMPLOYEES.....	62
ARTICLE 34 - SEVERABILITY	65

ARTICLE 35 - DURATION OF AGREEMENT/EFFECTIVE DATES	66
APPENDIX A: PERC CERTIFICATION 2000 and 2018	68
APPENDIX B: CLASSIFICATION TITLES & SALARY RANGES	69

ARTICLE 1 - RECOGNITION

- 1.1. The employer recognizes Local 2432, Hollywood, Florida, City Employees Local 2432 of AFSCME, AFL-CIO (hereafter the "Union") as the sole and exclusive bargaining agent, with respect to wages, hours, pensions, and other conditions of employment, for all Employees in the bargaining unit, as per Public Employee Relations Commission ("PERC") Certification Number 1239 (RC-98-088) granted by the PERC, and clarified in UC-2000-020 and UC-2018-002, attached as Appendix I, and as may be amended in the future by the appropriate authority of the State of Florida.
- 1.2. The Union recognizes the City Manager (or designee) as the exclusive representative for the City of Hollywood, Florida (hereafter the "City" or "Employer"). The Union, its agents, and representatives, agree to bargain collectively pursuant to FL Statute 447 only with the City Manager or his/her designee.
- 1.3. The parties agree that if new classifications are created or existing classifications are modified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new/modified classifications shall be included in the Bargaining Unit. This paragraph deals solely with the placement of new/modified positions in the Bargaining Unit and it is not intended to, nor shall it diminish or enhance the rights of the parties as set forth in Article 30.
- 1.4. The City recognizes and shall deal with the appropriate Union Business Agent, International Representatives, and any other Union members and/or attorneys, designated by the Union President, in those matters relating to collective bargaining and administration of the Collective Bargaining Agreement ("CBA" or "Agreement") between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President, or designee.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1. The Employer retains, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Florida and the United States, and the laws of the City and any modifications made thereto, to manage the affairs of the City and direction of the workforce, including, but not limited to the following:
- a. the purpose of each of its constituent agencies;
 - b. set standards of services to be offered to the public;
 - c. exercise control and discretion over its organization and operations;
 - d. the right to take disciplinary action for just or proper cause; hire, promote, rehire, recall, demote for cause, transfer, lay-off or relieve its Employees from duty because of lack of work or other legitimate reasons;
 - e. to schedule and assign work to be performed;
 - f. to manage its affairs efficiently and economically, including the determination of the organization, quantity, and quality of services to be rendered; the control of materials, tools, and equipment to be used; the discontinuation of any services, materials and methods of operation, and the determination of the number, location and type of facilities and installations; and
 - g. to determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the City; and
 - h. to sub-contract to ensure operational efficiencies in accordance with the Procurement Code and or purchase any and all materials, supplies or services related thereof subject to the provisions of Article 9; and
 - i. to hire, assign, fire, demote, suspend or otherwise discipline for just and proper cause, promote and lay off Employees; to direct the workforce and to establish work schedules including lunch and rest periods; to determine the number of Employees assigned to any particular job, assignment or operation; and
 - j. to determine the selection standards for specific employment, to select Employees for promotions or transfer to supervisory or other positions and to determine the qualifications and competency of Employees to perform

available work; to establish work and productivity standards and, from time to time change those standards; to transfer or promote Employees from one classification, division or shift to another; and

- k. to establish or continue policies, practices and procedures for conduct of operations and to change or abolish such policies, practices, or procedures; to adopt, revise and enforce work and safety rules and carry out cost and general improvement programs provided same are not inconsistent with this Agreement and do not impact mandatory subjects of bargaining.

- 2.2. 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.
- 2.3. Any rights, privileges or obligations which are not specifically granted to the Union and the Employees by this Agreement are retained by the City. However, nothing in this Agreement shall preclude the formation/establishment of past practices commencing subsequent to the execution of this Agreement. In the event that there is a dispute between the parties concerning the existence of a past practice, the Union shall have the right to utilize the grievance and arbitration procedures to determine the existence of a practice and the appropriate remedy if a violation occurs.
- 2.4. Any rule or policy which is in effect upon execution of this Agreement, the subject matter of which is not addressed in this Agreement, may be modified by the City after twenty days written notice to the Union. The Union may request, and the City shall hold a meeting to discuss the change within the twenty-day period. Any modification/revision by the City, however, shall be neither arbitrary nor capricious and shall be done for the purpose of furthering the objective operational needs of the City.
- 2.5. 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 3 – NON-DISCRIMINATION

- 3.1. No Employee covered by this Agreement will be discriminated against by the City or the Union with respect to the job benefits or other terms or conditions of employment because of the Employee's membership or non-membership in the Union.
- 3.2. Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, gender, disability, marital status, sexual orientation, gender identity, and/or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 – NULLIFICATION OF PAYROLL DUES DEDUCTIONS

- 4.1. Chapter 2023-35 Laws of Florida, Senate Bill 256 (SB 256) was approved by the state legislature and signed into law and specifically addresses the issue of public employers collecting dues on behalf of civilian unions through payroll deduction. As a result, Fla. Stat. §447.303(a) now prohibits the collection of civilian bargaining unit union dues via salary deduction by a public employer. The City intends to fully comply with the statute and will not collect union dues via salary deduction.
- 4.2. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any non-deduction of Union dues.
- 4.3. The Union will provide a copy of its application for renewal registration relating to the City's Employees on the same day the application is submitted to PERC in accordance with Fla. Stat. §447.305 (4).
- 4.4. Upon request, the City shall provide the Union with a list of all Employees in the Bargaining Unit represented by the Union. This spreadsheet data file list shall contain the Employee ID, Employee's name, telephone number, complete physical/residential address, personal email address if known, department where employed, employment status and job title.

ARTICLE 5 - UNION BUSINESS

- 5.1. The Local Union President or designee may be allowed time off work with pay, up to a total of 156 hours per fiscal year, to attend during working hours City Commission meetings, Pension Board meetings, meetings with City Administrators and/or Elected Officials that relate to joint City and Union business, and pre-negotiations meetings (during such times that negotiations for a successor collective bargaining agreement are on-going) (hereinafter, collectively referred to as "Union Business"). Hours not used during the fiscal year shall not roll over to the next fiscal year. On all such occasions the Union President and/or designee shall give notice of any such meeting to their supervisor and the Office of Human Resources ("HR"). Approval shall not be unreasonably withheld by any of their supervisors.
- 5.2. The Employer agrees to allow two Union members, designated in writing by the Local President up to seven days each off without pay each calendar year to attend Union Seminars, Conventions and other Union functions. These days off may not be permitted to accrue from year to year if not used. In order to ensure proper coverage of assignments, the Department Head should be notified no later than 20 days prior to the aforementioned events.
- 5.3. Up to two persons designated as part of the Union bargaining team shall be permitted to attend negotiations without loss of pay provided that the negotiation sessions occur during the Employee's regular working hours. The Union, at least 10 days prior to the commencement of collective bargaining negotiations for a successor collective bargaining agreement, shall provide written notice to the City Manager and the Office of Human Resources of the names of the two Employees designated by the Union to be part of the bargaining team.

ARTICLE 6 – WAGES & LONGEVITY

- 6.1. Effective the first full pay period on or after October 1, 2025, October 1, 2026, and October 1, 2027, the pay ranges within the Bargaining Unit will be increased as follows:
- October 1, 2025 – 2%
 - October 1, 2026 – 2%
 - October 1, 2027 – 2%
- 6.2. The new minimum and maximum pay range for each job classification within the Bargaining Unit is contained in Appendix II. The City shall have the right to hire Employees within the pay ranges of the job classifications.
- 6.3. Employees whose Base Pay (excluding longevity, and assignment pay, Certification Pay, hereinafter collectively “Enhancements”) is below the top of the pay range for their positions shall receive a pay increase on their Base Pay for the first full pay period on or after the dates provided above so long as the increase does not place their Base Pay above the pay range for their positions. If it does, the Employees shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose Base Pay, as defined above, is at or above the top of the pay range on October 1st of each fiscal year shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their Base Pay.
- 6.4. Certification Pay is calculated using the sum of an Employee’s Base Pay, wage increases (Cost of Living Adjustment (“COLA”)), and Longevity Pay. Such sum shall be collectively referred to as the “Adjusted Base Rate of Pay.”
- 6.5. Longevity.
- a. FULL-TIME: Effective the first full pay period after October 1, 2025, all Full-Time regular Employees who reach the following dates of cumulative years of City service, shall be paid prospectively the following additional Longevity Pay Compensation, which shall be applied to the Base Rate of Pay.

Cumulative Years of City Service	Longevity Pay Compensation
1 Year	2.0%
3 Years	3.0%
5 Years	2.0%
7 Years	3.0%
10 Years	3.0%
12 Years	3.0%
15 Years	4.0%

- b. PART-TIME: Effective the first full pay period after October 1, 2025, all Part-Time regular Employees with continuous years of service with the City shall prospectively receive the following additional Longevity Pay compensation, which will be applied to the Employee's Base Rate of Pay.

Continuous Years of City Service	Longevity Pay Compensation
1 Year	2.0%
3 Years	3.0%
5 Years	2.0%
7 Years	3.0%
10 Years	3.0%
12 Years	3.0%
15 Years	4.0%

- 6.5. The salary range for Professional Employees may be exceeded without limit by Agreement Articles which provide for increases to Base Rate of Pay to the extent that the languages specify.
- 6.6. Employees may be eligible to receive a performance or sign-on incentive in accordance with HR-096 – Performance/Sign-On Pay Incentive Policy for performance that is extraordinary and exemplary or for accepting employment in

positions difficult to fill and/or where there is a labor shortage. The City agrees to notify the Union when an employee is hired along with the amount of the incentive offered in accordance with this policy.

ARTICLE 7 - HOURS OF WORK

- 7.1. The normal work schedule shall be Monday through Thursday or Monday through Friday with a 40-hour workweek.
- 7.2. The normal workday shall consist of nine or 11 consecutive hours of work in the 24-hour period with a one-hour unpaid lunch break. Employees shall be entitled to two 15-minute breaks one in the morning and one in the afternoon. Employees working a 10-hour day shall receive two 20-minute breaks in lieu of the 15-minute breaks.
- 7.3. As professional Employees, it is expected that Employees' hours of work may be irregular, intermittent and Employee controlled. Employees are expected to complete their work assignments within applicable time periods as appropriate. Employees are to be allowed flexibility in scheduling to reflect any demands of evening, weekend and holiday work assignments that may be necessary to meet deadlines.
- 7.4. In accordance with existing City policy, Employees may take personal time off during the workday, without utilizing available leave provided under this Agreement and any work not performed is made up within a reasonable period and such absence will not interfere with City operations. Use of such personal time shall be limited to no more than four hours in any workday and shall be subject to approval by the City, prior to such absence. The City's approval shall not be unreasonably withheld.

ARTICLE 8 - CERTIFICATION PAY

- 8.1. Employees who obtain a job-related certification listed below after being hired by the City, will receive a 5% differential above the Adjusted Base Rate of Pay. However, Employees shall not be paid for more than one of any certification in this Article.
- Aquatic Facility Operator (AFO)
 - American Institute of Certified Planners (AICP) certification
 - Certified Public Accountant (CPA)
 - Certified Internal Auditor (CIA)
 - Certified Public Finance Officer (CPFO)
 - Certified Government Finance Officer (CGFO)
 - Florida Professional Engineer (P.E.)
 - Florida licensed registered Architect Certification
 - Microsoft Azure Administrator Associate
 - Microsoft Endpoint Administrator Associate
 - National Council of Architectural Registration Boards (NCARB) certification
 - Oracle Enterprise Analytics Certification.
- 8.2. If during the term of this Agreement the City determines there are additional certifications required for a position within this bargaining Unit, then the City, through a letter of understanding, will pay for such certifications as provided in this Article.
- 8.3. Systems Analyst who attained CNE or CNA certification prior to October 1, 2005, shall keep that Certification Pay provided they maintain the certification. No other Employees shall be paid for this certification.
- 8.4. For Certification Pay purposes, Employees are responsible for the entire cost of attaining the certification, and all continuing education units (CEUs) or credits required to maintain the certification, and travel costs (if any).
- 8.5. An Engineer who acquires a P.E. certification after being hired by the City will, if appropriate, receive the 5% Certification Pay. However, these Employees will remain in the Professional pay plan and will not be moved to the Engineer (Registered) position in the Senior Professional category unless they are promoted or reclassified to the position of Engineer (Registered).

- 8.6. Any Certification Pay provided in this Article 8 shall be treated as part of the Employee's Base Pay for purposes of the pension plan's definition of compensation and Employee contributions.
- 8.7. Certification Pay is calculated using the Employee's Adjusted Base Rate of Pay.

ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING

- 9.1. If the City is considering contracting out or sub-contracting work, which will eliminate professional bargaining unit positions, the City shall notify the Union, no later than 60 days prior to making the final decision.
- 9.2. For purposes of this Article, a displaced Employee is defined as any professional Employee who loses his/her position due to the effect of sub-contracting services otherwise provided by the City. Any Employee not employed or electing not to be employed by the sub-contractor shall have the right to exercise all rights under this Agreement including, but not limited to, any bumping, transfer, filling vacancies, lay off and recall, to any position within Supervisory or Professional bargaining units in the City that he/she may be qualified except for a sworn police or certified firefighter position. Any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions.

ARTICLE 10 - WORK RULES

- 10.1. There shall be a single set of Rules and Regulations applicable to all Employees of the bargaining unit which shall remain in full force and effect for the duration of this Agreement.
- 10.2. The City will issue an electronic copy of the Rules and Regulations to each new Employee, upon hire, who is subject to those Rules and Regulations. Each Employee will provide written acknowledgement of his/her receipt of the Rules and Regulations and will be held accountable for compliance therewith.
- 10.3. The Rules and Regulations have been updated to correspond with the effective date of this agreement to reflect current operational and administrative standards. The City reserves the right to revise and amend its Rules and Regulations to align with newly adopted or updated City policies and procedures. As such changes occur, the Rules and Regulations will be reviewed and revised accordingly to ensure consistency and compliance.

ARTICLE 11 - PENSION AND PENSION PLAN

- 11.1. Employees shall receive pension benefits according to the provisions of The City of Hollywood Employees' Retirement Fund in Chapter 33 of the City's Ordinances which can be found in the online library here:
https://codelibrary.amlegal.com/codes/hollywood/latest/hollywood_fl/0-0-0-51532#JD_33.025.
- 11.2. The Summary Plan Description (SPD) of The City of Hollywood Employees' Retirement Fund can be found in the member resource section of the pension office's website here: <https://hollywoodpension.com/member-resources/spd/>. The SPD was created by the Board of Trustees of the City of Hollywood Employees' Retirement Fund and the City does not vouch for the accuracy or reliability of any information contained therein. In any and every case of dispute or conflict between information provided in the SPD and the City's Code of Ordinances, the City Code shall govern.
- 11.3. The City of Hollywood Employees' Retirement Fund website contains additional information on the pension plan, revisions which have been made to the plan with actuarial impact statements and staff summaries. Their website can be accessed here: <https://hollywoodpension.com/>.

ARTICLE 12 - LAYOFF AND RECALL

- 12.1. Seniority lists shall be established for each class title affected by a lay-off or abolishment of positions. All regular Employees occupying positions in the affected class title shall be placed on seniority list. In the event it is necessary to reduce the workforce, including the abolishment of positions, Employees shall be laid off in inverse order of seniority, i.e., junior Employees first.
- 12.2. An Employee who is laid off or whose job is abolished pursuant to Section 1 of this Article shall, based on Citywide seniority, have the option of bumping either laterally or downward to a class title in the Professional Bargaining Unit for which the Employee is qualified and/or has the ability to be trained to perform the essential tasks of the job within 90 days of appointment. In the alternative, Employees may, at the non-arbitrary discretion of the City Manager, be placed into a higher paid class title, if qualified. Qualification criteria shall be based upon the approved position description.
- 12.3. In the event of a lay-off, the City will make every effort to give as much notice as possible. In no event will Employees receive less than 60 days' notice of lay-off, or in lieu of notice, 60 days' pay at the Employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices at least three days prior to notices being furnished to the affected Employees.
- 12.4. Employees laid off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists and recalled in order of seniority, most senior first. Re-appointment shall be to any vacancies which exist, first, in the class title from which the Employee was laid-off; and second, in any position for which the Employee is reasonably qualified and possesses citywide seniority. Laid-off Employees shall have the first right to recall for vacancies in the class title from which they were laid-off.
- 12.5. Any Employee, whose name is listed on a recall list, who refuses appointment to a position with a lower paygrade, will have up to two opportunities to be rehired to a class title with a lower paygrade for a position for which the Employee is reasonably qualified. If there is more than one position available, the Employee shall be given the option of choosing the one equal to or closest to his/her former pay grade. If both

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

- 12.6. Employees refusing re-employment in a class title with an equal or higher pay grade than originally held shall lose all recall rights.
- 12.7. Employees refusing re-employment to their originally held class title and pay grade shall lose all recall rights, and if, at the time of the recall, they are currently employed in a lower classification, the Employee's pay shall be lowered to the pay grade level applicable to the Employee's years of service for that lower paid class title.
- 12.8. If the recalled Employee fails to respond in writing within 14 calendar days of the receipt of the notice of recall letter, then he/she shall be deemed to have refused the position offered.
- 12.9. In the event an Employee is not rehired or recalled within 24 months following the date of his/her layoff, the City's obligation to recall that Employee shall cease, and his/her name shall be removed from the recall list.
- 12.10. The City will provide the Union with the entire City recall list, bi-annually. The list will include dates of hire, dates of lay-off, classification(s) the laid off Employee previously held and the name of the Department, Division or Office in which the Employee worked on the date of the lay-off.
- 12.11. Those Employees who are afforded Veteran's Preference rights pursuant to Section 295.07 (1) (a-d), Florida Statutes, ("qualified Employees") shall have their seniority dates adjusted solely for retention/layoff purposes as set forth in this Article in the following manner:
 - a. Three months of City Service time ("Citywide seniority") shall be added to the City-wide seniority of qualified Employees who have been employed by the City of Hollywood for five years or less.
 - b. Six months of City Service time ("Citywide seniority") shall be added to the City-wide seniority of qualified Employees who have been employed by the City of Hollywood for more than five years.

ARTICLE 13 - SICK LEAVE

- 13.1. Employees shall accrue up to eight hours of Sick Leave for each month worked, pro-rated based upon paid hours worked each pay period. Sick Leave shall be allowed to accrue without limit. Employees covered by this Agreement and serving a probationary period of employment may use accrued Sick Leave in the same manner as permanent Employees.
- 13.2. Notification shall be made by the Employee or a responsible member of his/her household prior to the beginning of their shift, in accordance with respective departmental operating procedures, except in the event of an emergency. unless the Employee is hospitalized, or under care.
- 13.3. Alternative uses of Sick Leave, for reasons other than illness, are as follows:
 - a. If an Employee has accumulated 300 hours of Sick Leave as of October 1st of any Fiscal Year, he or she shall have the option of converting the next 40 hours of accrued Sick Leave to Vacation Leave. Requests to convert the next 40 hours of Sick Leave to Vacation Leave must be made to Human Resources within the first work week following October 1st of each fiscal year. On September 30th, any unused, converted Vacation Leave shall revert back to Sick Leave.
 - b. An Employee shall have the option of converting a maximum of 40 hours of accrued Sick Leave to Personal Leave per fiscal year, provided the Employee will have at least 96 hours of accrued Sick Leave after this conversion.
 - c. Sick Leave converted to Personal Leave shall be used for personal business and must be used in no less than four-hour increments, unless otherwise authorized by the Employee's supervisor.
 - d. To qualify for Personal Leave, Employees must submit a request for approval to notify their supervisor as soon as practicable, but not less than 48-hours prior to the requested use of the Personal Leave. Approval will not be arbitrarily or capriciously withheld. The minimum 48-hour notification requirement may be waived by the Employee's supervisor in the event of an emergency. The Employee must provide proof of the emergency if requested.

The City may cancel the use of Personal Leave due to an emergency declared by the City Manager.

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

13.4. The options chosen by all covered Employees in 1980 shall remain in full force and effect. Sick hours accrued and unused before October 1, 1994, by those Employees shall be referred to as "existing hours." Any Employee separating employment for any reason shall receive a payment equal to the product of the Employee's final Adjusted Base Rate of Pay of Pay plus Enhancements and only those "existing hours."

13.5. Sick Leave Accrual.

- a. For all sick hours accrued and not used after October 1, 1994, for the Employees mentioned in Section 4 of this Article and all other Employees who separate from employment for any reason shall receive a payment equal to the product of unused Sick Leave (since October 1, 1994), the Employee's final Adjusted Base Rate of Pay plus Enhancements in effect on their date of separation and a payment percentage relating to the number of full years of credited service with the City. The table of percentages and credited service is as follows:

Years of Completed Service	% of Sick Leave Paid
Less than five full years of credited service	20%
Five or more full years of credited service, but less than 10 full years of credited service	40%
10 or more full years of credited service, but less than 20 full years of credited service	70%
20 or more full years of credited service	80%

- b. Effective on March 5, 2014, except for any unit Employees who had already accrued more than 1,200 hours of Sick Leave on March 5, 2014 (whose Sick Leave payouts shall remain subject to Section 5(a) of this Article, without this new payout cap), the maximum number of accrued Sick Leave hours that shall be eligible for payout at the Employee's final Adjusted Base Rate of Pay plus Enhancements using the percentages set forth above not to exceed 1,200 hours (e.g., an Employee with 20 or more years of service with 1,200 (or more) hours of Sick Leave shall be paid at 80% of 1,200 hours, which would be 960 hours):

Years of Completed Service	% of Sick Leave Paid
Less than five full years of credited service	20%
Five or more full years of credited service, but less than 10 full years of credited service	40%
10 or more full years of credited service; but less than 20 full years of credited service.	70%
20 or more full years of credited service	80%

- 13.6. Upon the death of an Employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the Employee's beneficiary. If a beneficiary was not designated, then the payment shall be paid to the Employee's estate.
- 13.7. The purpose of paid Sick Leave is to provide protection against the loss of wages by an Employee for the necessary absence from duty on a scheduled workday due to illness suffered by the Employee or illness in the Employee's immediate family that necessitates the Employee's absence from work. Attendance to an immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. Sick Leave pay shall not be made for illness or injury incurred as a result of outside employment, intentional self-inflicted wounds, or the continuous use of drugs or alcoholic beverages (except for approved treatment) or injuries while committing a felony. For the purpose of this section, immediate family shall include, spouse, children, stepchildren, mother, father, grandparent, grandchildren, domestic partner (as defined by Broward County's registration of domestic partners or any

other county/state registration of domestic partners), and dependent mother-in-law or father-in-law.

- 13.8. Employees absent from duty for a period of three or more consecutive working days due to illness or injury will be required to submit a letter from their physician prior to their return, approving resumption of duties. The letter should be sent to the attention of the Director of Human Resources. Those Employees whom a Department Head has identified as abusing Sick Leave may be required to submit physician statements on a more frequent basis.
- 13.9. Any Employee who abuses sick pay benefits such as excessive usage for undocumented conditions, patterned absences, not following notice requirements or whose reasons for absence are falsified may be subject to disciplinary action. Employees abusing sick leave benefits more than five occurrences during a Fiscal Year (October 1st to September 30th) shall be disciplined. Discipline may not be invoked if an employee has justified the absence with medical documentation. Medical documentation shall mean information provided by a certified physician providing detailed evidence of the Employee's inability to perform work during the absences and may be sent to the attention of the Director of Human Resources.

ARTICLE 14 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

- 14.1 An Employee, on becoming eligible for workers' compensation benefits due to a job related injury or illness, shall receive a full paycheck from the City while in a workers' compensation status for up to 13 consecutive weeks from the date of injury or illness (regardless of when the first date of lost time due to that illness/injury may thereafter occur), the identical wages and benefits which he/she would have received had he/she not been injured and had he/she continued to work his/her regularly assigned City assignments ("Supplemental Compensation"). Whenever possible, the City will attempt to assign injured personnel to "light duty" in an effort to facilitate return to full employment.
- 14.2. In the event a Full-Time Employee, as determined by a City designated physician, is unable to return to work after 13 weeks from the date of the injury or illness, the situation will be reviewed by the City Manager or designee. The City Manager or designee shall extend the period of Supplemental Compensation for up to an additional 13 weeks (for a maximum of 26 weeks). An Employee may request an additional extension up to a maximum of nine-weeks beyond the 26-week eligibility period that began on the date of the Employee's workers' compensation injury/illness, provided the Employee's written request for extension, with supporting medical information, is received by the City at least 14 days before the expiration of the 26-week eligibility period that began on the date of the Employee's workers' compensation injury/illness. The decision to grant or deny this request for an additional extension of up to nine weeks shall be made in the sole and exclusive direction of the City Manager, or his/her designee, and that decision is final and shall not be subject to appeal or challenge via the grievance procedure found in this Agreement or in any other forum.
- 14.3. Eligibility for the Supplemental Compensation provided to those Employees in workers' compensation status under this Article shall never exceed the maximum of 26 weeks from the date of the Employee's workers' compensation injury or illness, unless the eligible Employee timely submits and is approved for an additional extension of up to nine weeks, in which case the eligibility for the

Supplemental Compensation benefit under this Article shall never exceed 35 weeks from the date of the Employee's workers' compensation injury or illness.

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

ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION

15.1. Grievances Generally.

- a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes involving the interpretation or application of the Agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the Agreement.
- b) The Union may exercise its right not to process a grievance challenging disciplinary action issued to a bargaining unit member. Any Employee whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his grievance on his own. In such case, the Union will notify the member and the City and upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved Employee(s), with a copy to the Union including dates of any hearings. Additionally, except for grievances filed by individual employees challenging disciplinary action involving a suspension or greater, the Union shall have the exclusive authority to demand arbitration and advance grievances forward to arbitration concerning issues of contract interpretation. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of this Agreement.

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

- Step 1: The Union shall present in writing the grievance to the Department Director or designee. The grievance will be dated and signed by the Union representative. The Department Director or his/her designee shall acknowledge receipt of the grievance by stamping it with the date and time, with a copy to the Union. The Department Director shall, within seven (7) calendar days conduct a meeting between himself/herself, the aggrieved Employee(s) and the Union representative. The Department Director shall provide the Union in writing, with a written decision concerning the grievance with a copy sent to the aggrieved Employee(s), (or to the aggrieved Employee if the Union is not processing the grievance pursuant to Section 15.1(b)) not later than seven (7) calendar days following the meeting date. The parties may agree to mutually skip Step 1 and move straight to Step 2.
- Step 2: If the Union (or the aggrieved Employee if the Union is not processing the grievance pursuant to 15.1(b)) is not satisfied with the decision rendered at Step 1, the Union (or the aggrieved Employee if the union is not processing the grievance) may, within (7) seven calendar days from the written decision rendered at Step 1, forward the written grievance to the office of the City Manager (stamped in with date and time). The City Manager or designee shall meet with the aggrieved Employee(s) and his/her Union representative(s) within (7) seven calendar days after receipt of the grievance. The City Manager or designee shall furnish a copy of his/her decision, in writing, to the Union (or the aggrieved Employee if the union is not processing the grievance), with a copy to the aggrieved Employee(s) within (7) seven calendar days after the meeting.
- Step 3: If the Union (or the aggrieved Employee if the Union is not processing the grievance pursuant to Section 15.1 (b)) challenging a disciplinary action involving a suspension or greater is not satisfied with the decision rendered at Step 2, the Union (or the aggrieved Employee if the Union is not processing the disciplinary grievance) may, within fourteen (14) calendar days from receipt of the City Manager's decision, submit the grievance to arbitration, by requesting a list of arbitrators from the Federal Mediation and Conciliation

Service (F.M.C.S.) or the American Arbitration Association (AAA), the choice of agency within the discretion of the Union. The request shall seek a panel of 11 names, and either party may request a second panel of names. The parties shall strike names alternatively from the list of names to select the neutral arbitrator. The award of the arbitrator shall be final and binding on all parties.

- 15.3. The grievance shall be submitted on an Official Grievance form. Attachments may be added, if needed.
- 15.4. Time limits at any step in the grievance process may be extended only by mutual written consent of the parties involved at that step.
- 15.5. A grievance not advanced to the higher step by the Union, or an individual employee if proceeding without assistance from the Union, within the time frames provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the employer or his/her designee to answer or meet within the time limits provided at Step 1 or 2 will cause the grievance to be considered resolved in favor of the grievant or the Union and all parties will abide by the "corrective action or actions requested" on the grievance form or attachments.
- 15.6. Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in the case of notice to the Union by date stamping and depositing in the Union mailbox in the Office of Human Resources. Hand deliveries will be documented by a date-stamped photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances sent via electronic mail shall be considered properly advanced when date stamped but shall not be considered received until opened by the Union, as indicated by the returned receipt. The clock will start the day after delivery or returned receipt.
- 15.7. On-duty personnel called by the Union as a witness or the aggrieved Employee if the Union is not processing the grievance shall remain in pay status only during their

normal duty hours while appearing at the hearing. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time so as not to disrupt the operations of their department. Hearings shall be held in hearing rooms provided by the City, in City facilities at no charge to the Union.

- 15.8. The parties agree that in accordance with current practice, both the City and the Union (or the aggrieved Employee if the Union is not processing the grievance) will have the option of electronically recording (through audio or video tape) all steps of the grievance procedure as outlined in Section 2 of this Article, including the arbitration hearings.
- 15.9. The arbitrator and court reporter bills shall be paid by the party that does not prevail. Pursuant to Section 15.1(b), an individual employee filing for arbitration without union endorsement will be responsible for both the arbitrator court reporter's bills, should they not prevail. In the event an individual employee advances a grievance forward to arbitration without Union assistance pursuant to 15.1(b), both the City and the individual employee shall be required, at least thirty (30) days in advance of the arbitration hearing, to provide the arbitrator with a refundable good faith deposit in an amount equal to at least fifty percent (50%) of their share of the anticipated arbitration and court reporter costs.
- 15.10. All Employees covered by this Agreement shall have no other right to utilize any appeal process (specifically the Civil Service Procedure) other than the grievance procedure described herein.
- 15.11. The City shall furnish the Union with copies of grievances filed by Individual employees as soon as practicable but in no event less than two days prior to the initial meeting of the grievance procedure.
- 15.12. Grievances shall be settled as expeditiously as possible.

ARTICLE 16 - BEREAVEMENT LEAVE

In the event of death in the immediate family, an Employee shall be granted up to 40 hours of leave with pay. Said leave is not to be charged to accrued Sick Leave, Vacation Leave, or any other earned leave, but shall be in addition thereto. The City reserves the right to request proof of death. For purposes of Bereavement Leave, immediate family is exclusively defined as current spouse, children, 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, grandchildren, stepchildren, stepmother, stepfather and domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners. The children, foster children or children obtained through legal guardianship, mother, father, brother, sister, grandparents, and grandchildren, stepchildren, stepmother, stepfather of domestic partners are included in the definition of immediate family members. Upon notice of the death, 40 hours of leave shall be granted. Consideration may be given for bereavement leave for other relatives related by blood, where the relative at the time of death had legal residence in the Employee's household or for persons who at any time prior to their death were legal dependents of the Employee. Proof of relationship and/or legal dependency may be required.

ARTICLE 17 - PROBATIONARY PERIOD

- 17.1. Any new Employee shall be regarded as a probationary Employee for the first 12 months (365 days). During such period such Employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. No such probationary Employee will be entitled to access the grievance procedure.
- 17.2. Regular Part-Time Employees shall be evaluated after completion of the original probationary period of 12 months from the date of hire.
- 17.3. Employees who receive a promotion to a new position shall, upon appointment, serve a six-month Promotional Probation Period. On or before the completion date of the Promotional Probation Period, the Employee's performance shall be evaluated to determine if the Employee is "unsatisfactory" or "satisfactory." "Unsatisfactory" Employees shall be returned to their previous position or classification; whichever is first available. "Satisfactory" Employees will continue in their new position with a regular appointment.
- 17.4 Probationary periods will be extended accordingly for prolonged leaves of absences such as FMLA or approved special leaves for the duration of their probationary period.

ARTICLE 18 - DRUG FREE WORKPLACE

- 18.1. The City and the Union continue to support the concept of a drug and alcohol-free work environment for all City Employees and to this end, the City and the Union agree that all Employees must abide by the Employment Rules and Regulations as well as HR-012 – Drug Free Workplace, and HR-038-City Vehicle Drivers Policies and, as such, the City and the Union support the City's policy for testing those individuals who are mandated to be tested by the Federal Law and under the guidelines of the City's Policies.
- 18.2. Except as stated below, as a condition of continued employment for all employees hired after March 7, 2007, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products. The parties also agree, however, that this section does not apply to employees hired by the City prior to March 7, 2007, who retire from the City with retiree health insurance benefits, and are thereafter re-hired by the City within one year of their retirement/separation date.

ARTICLE 19 - HEALTH AND WELLNESS PLAN

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

The City will contribute 80% of the premium for Employees electing single or dependent coverage on the OAP plan and the Employee will be responsible for contributing 20% of the premium. Thereafter, the 80% / 20% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years.

For the OAPIN plan, the City will continue to contribute 100% of the premium for Employees electing single coverage. For Employees adding dependents, the City will continue to contribute 90% toward the cost of the premium and the Employee will be responsible for contributing 10% of the premium. Thereafter, the 90% / 10% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years.

- 19.2. Health Reimbursement Account.

- a. The City shall provide a Health Reimbursement Account ("HRA") for each Employee, with the following amounts made available to each Employee each calendar year thereafter, which will be based on the number of dependents the Employee has on the City's health plan in January: \$400 for single coverage; \$600 for single plus one dependent; and \$1000 for single plus two or more dependents.
- b. The HRA is contingent upon the Employee completing Biometric Screening at the City's Employee Health Center (EHC). The goal of the City of Hollywood Wellness program is to foster knowledge where employees "know their numbers," to help Employees be healthier, better healthcare consumers and reward Employees for being engaged in their health, active, healthy and completing annual preventive exams. The City encourages this by offering HRA incentives for Employees who complete their Biometric

Screening at the City's EHC, along with a provider follow-up to review. This program will be voluntary and offered to all active Employees enrolled in the City's medical plan. Biometric Screening must be completed in one calendar year to receive the HRA incentive for the following calendar year. All new hires will have the ability to earn the incentive after they complete their initial waiting period.

- c. "Biometric Screening" is defined as an evaluation of Weight Measurement/BMI, Height, Weight, Blood Pressure, Cholesterol, and Blood Sugar/Glucose. Employees who are not covered by City health insurance shall have access only to the single coverage amount in an HRA.
- d. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved unreimbursed medical expenses, with unused amounts being returned to the health fund for use in funding HRA accounts the next year. The HRAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations.

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

19.4. Health Insurance Coverage.

- a. Professional Employees hired prior to July 15, 2009, who retire from Full-Time City service in the Defined Benefit or Hybrid Plan of the City of Hollywood Employees' Retirement Fund with the City who have 10 or more years of Full-Time City service in the Pension Plan and are age 55 or older or have 25 years of Full-Time City service regardless of age, will have the option of continuing under the City's health insurance plan.
 - i. Employees hired prior to March 6, 2007, shall have their individual and dependent health premiums paid by the City.
 - ii. Employees hired between March 6, 2007, and December 31, 2007, contribute at the same rate as if they were an active Employee for

single coverage and they will contribute 50% of the premium equivalent for dependents.

- iii. Employees hired on or after January 1, 2008, but prior to July 15, 2009, will contribute at the same rate as if they were an active Employee for single coverage and they will contribute 100% of the premium equivalent for dependents.
- b. Employees hired on or after July 15, 2009, but prior to April 6, 2016, who retire from Full-Time City service with the City with 10 or more years of Full-Time City service in the Defined Benefit or Hybrid Plan and have reached normal retirement as defined in Section 33.025(F) in the City's Code of Ordinances, which sets forth the retirement age depending upon years of service and date of hire, have the option of continuing under the City's health insurance plan. They will contribute at the same rate as if they were an active Employee for single coverage and they will contribute 100% of the premium equivalent for dependents. Additionally, such Employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.
- c. All Employees hired on or after April 6, 2016, who retire from Full-Time City service with the City with 10 or more years of from Full-Time City service in the Defined Benefit or Hybrid Plan and have reached normal retirement as defined in Section 33.025(F) in the City's Code of Ordinances, which sets forth the retirement age depending upon years of service and date of hire, shall have the option of continuing under the City's health insurance plan upon retirement. However, they shall be responsible for the entire cost of the premium.
- d. Employees who are employed by the City on January 31, 2026 who elect to participate in the Defined Contribution Plan and chose to remain vested in the Defined Benefit Plan of the City of Hollywood, who retire from active service with the City with a combination of 10 years based on Full-Time City service in the Defined Benefit Plan plus Full-Time City service in either the Hybrid Plan or in the Defined Contribution Plan, and have reached Normal

Retirement Date as defined in Section 33.025(F) in the City's Code of Ordinances, shall have the option of continuing under the City's health insurance plan based on their date of hire above.

- e. Employees who are employed by the City on January 31, 2026 who elect to participate in the Defined Contribution Plan and are not vested in the Defined Benefit Plan and employees hired on or after February 1, 2026 who elect to participate in the Defined Contribution Plan, who separate from active service with the City with 10 or more years of Full-Time City service and have reached age 65 or older; age 62 or older with 25 years of Full Time City service; or 30 years of Full-Time City service, regardless of age; shall have the option of continuing under the City's health insurance plan. However, they shall be responsible for the entire premium.
 - f. An employee who qualifies for continued coverage under the City health insurance plan shall have the right to continue dental coverage upon retirement provided the retiree pays the designated premium. A surviving spouse shall have the right to continue health, and dental coverage provided the surviving spouse pays the designated premium for such coverage.
 - g. Professional Employees who retire with a duty-related or non-duty related disability also have the option of continuing under the City's health insurance. Employees receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Only Employees hired prior to April 6, 2016, receiving non-duty disability will receive health insurance for themselves and eligible dependents at no cost provided they have 10 years of credited service prior to retirement.
 - h. Upon the death of the retiree, the Employee's spouse may continue coverage for the duration which the spouse maintains full payment of the designated health and/or dental premiums.
- 19.5. Professional Employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City. Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active Employees will be covered under the basic life insurance policy

and have the option to purchase coverage under supplemental policies if chosen. Participants will be subject to the terms and conditions of the policy.

- 19.6. Professional Employees shall be eligible to participate in a Disability Salary Replacement Program in accordance with the City's plan. During the 90-day waiting period, an Employee may utilize accrued sick and Vacation Leave. Upon entering the program, the Employee may continue to use sick and Vacation Leave to make up the difference between 60% of salary and 100% salary. Participants will be subject to the terms and conditions of the policy.
- 19.7. Each Employee shall also have the option of completing one wellness preventative physical during this Agreement through the City's contracted provider, with the costs of the scan paid for by the City. The wellness preventative physical includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.
- 19.8. 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.
- 19.9. A health insurance committee may be formed to study, review and monitor alternative health insurance plans that deliver health services to Employees in the most cost-effective manner. This committee shall issue a report recommending alternative health insurance plans. The committee's recommendations shall not be binding upon the City. The committee will include an equal number of represented and non-represented Employees. The members represented of this committee shall be appointed by the Union. Further, it is agreed that the time spent by Union Employees during these meetings shall not count as Union Business for purposes of Article five.
- 19.10. 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, following the normal and customary Sick Leave procedures. These paid workdays must be used within the fiscal year in which they were earned or will be lost, nor shall they be paid out upon separation of employment.

ARTICLE 20 – FAMILY AND MEDICAL LEAVE ACT / SPECIAL LEAVE /
LEAVE OF ABSENCE

20.1. Family and Medical Leave Act (FMLA).

- a. An Employee who has worked with the City at least 12 months and who has worked at least 1,250 hours in the last 12 months 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 FMLA of 1993 and U.S. Department of Labor FMLA Regulations, as may be amended from time to time.
- b. 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 as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), parent, or child with a serious health condition (as defined by the FMLA);
 - 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.
- c. Procedure.
 - i. An Employee requesting FMLA is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Unless otherwise designated in advance by the Employee, accrued leave shall be used/deducted in the following order: sick, vacation, comp time, holiday, and blood time. Use of accrued leave will be counted as part

of the family leave time entitlement. An Employee is not entitled to accrue leave during any period of unpaid leave.

- ii. Employees requiring the use of FMLA Leave must submit a FMLA application to their Department Head no later than 30 days prior to the need for such leave unless it is an unforeseeable emergency. The City may automatically designate FMLA when an absence meets FMLA qualifications.
- iii. Leave may be requested on a continuous basis, intermittent basis or on a reduced work week schedule, if medically necessary. The Employee must provide medical certification within 15 days of the date requested. The Employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The Employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
- iv. Upon returning from FMLA the Employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the Employee not been on leave. In such circumstances, the Employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the 12-work week period, reinstatement rights are at the discretion of the City.
- v. An Employee granted FMLA will continue to be covered under the City's insurance plans under the same conditions and coverage as would have been provided if the Employee had been actively employed during the leave period. However, if any part of the leave is unpaid, the Employee must make payment arrangements for the benefit contributions that are normally deducted from their paycheck.
- vi. An Employee who is absent from work for three days or more, due to personal illness/injury, must provide Human Resources with a

fitness-for-duty certification signed by their physician certifying their fitness to return to work. If restrictions are listed, reinstatement will be at the discretion of the City.

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

20.2. Special Leave.

- a. An Employee who incurs a temporary medically disabling condition, not attributable to work, may upon written request be granted a Special Leave. An Employee may also request special leave to care for any member of their immediate family who incurs a temporary medical disabling condition. The initial period for said Special Leave shall not exceed three months. Upon further written request, the Department Head may extend such leave up to an additional nine months. The total combined Special Leave shall not exceed 12 months. Upon return, the Employee shall present a letter from his/her physician stating that the Employee is fit to return to full, unrestricted duty.
- b. This leave is available for an FMLA qualifying event, once the Employee has used all available FMLA Leave, if applicable, as provided above. Once FMLA leave is exhausted, Special Leave may be approved for up to nine months. The total of FMLA Leave and Special Leave shall not exceed 12 months.
- c. An Employee requesting Special Leave is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Employees will not receive holiday pay, or earn any accrued leave or pension benefits, or be entitled to any other benefits of employment other than health and life

insurance (at the Employee's expense as stated in Section 1(c)(v), above) while on any unpaid leave.

- d. An Employee who incurs such a temporary medically disabling condition during a probationary period may, at the discretion of the Department Head and City Manager, be granted a Special Leave as indicated above. If Special Leave is granted, the Employee's probationary period shall be suspended at that point. Upon the Employee's return to work, the probationary period shall be resumed so that the total number of months spent on special leave shall be spent in a probationary status and a full probationary period shall be served.

20.3. Leave of Absence.

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

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

ARTICLE 21 - HOLIDAYS

21.1. The following legal holidays will be observed:

New Year's Day
Martin Luther King Jr.'s Birthday
George Washington's Birthday (President's Day)
Memorial Day
Juneteenth
Fourth of July (Independence Day)
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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

21.3. Floating Holidays are not paid out upon separation of employment.

21.4. Without regard to whether an Employee is regularly scheduled to work four or five consecutive shifts in a workweek, if any of the above holidays fall on a Saturday, then such holidays shall be observed on the preceding Friday, and any holidays that fall on a Sunday shall be observed on the following Monday. Notwithstanding any of the preceding language, to the extent that the normal workweek schedule for Employees is not changed from schedules comprised of five consecutive, eight hour shifts, to schedules comprised of four consecutive, 10 hour shifts, that the preceding language

shall have no impact nor effects whatsoever upon the expectation of such Employees with regard to their accrual, compensation for, and receipt of holiday pay, whether pursuant to any contractual rights, existing policies, prevailing rights, and/or past practices, that existed or were followed prior to the adoption and implementation of the immediately preceding language, and which shall therefore, remain in full force and effect for such Employees.

- 21.5. All Employees whose work week is comprised of four consecutive 10-hour days will receive 10 hours pay for the holiday.

ARTICLE 22 - JURY DUTY AND SUBPOENAS

- 22.1. Any Employee lawfully summoned to Jury Duty shall present the summons to Employee's supervisor on the first workday following receipt of same. The supervisor shall note the dates of reporting and shall schedule the Employee for official jury leave for the period concerned.
- 22.2. Upon return to work, the Employee shall provide his/her supervisor a document from the Court Clerk showing that he/she attended jury duty.
- 22.3. The Employee shall be paid the Employee's Adjusted Base Rate of Pay plus Enhancements for each day served on Jury Duty, as for a normally scheduled workday. If the Employee is excused in advance by the Court, for any full day during the service period, the Employee shall report for the Employee's normal workday to perform the Employee's regular and usual duties. The Employee shall sign over to the City all fees received from the Court for jury service less than any amount paid as mileage or meal allowances. The City's payment to Jury Duty shall continue for the full duration of the obligation.
- 22.4. The City reserves the right to request from the proper authorities that the Employee be excused from Jury Duty, when in the judgment of the City, the Employee's services are necessary to the City.
- 22.5. The provisions of this Article are not applicable to an Employee who without being summoned, volunteers for Jury Duty.
- 22.6. The provisions of this Article shall apply when an Employee who is scheduled to work is subpoenaed to appear as a witness in any judicial/administrative forum arising from the Employee's employment with the City.

ARTICLE 23 - VACATIONS

- 23.1. Professional Employees shall be provided with 200 hours of Vacation Leave per vacation year, pro-rated based upon paid hours worked each pay period (the vacation year shall begin on October 1st and end on the following September 30th). Employees shall be required to utilize 80 hours of vacation during the vacation year in which it is earned, or it will be lost at the end of the vacation year. The remaining 120 hours may be carried forward and must be used 18 months following the vacation year in which the leave is earned or be liquidated by cash payment at that time. Leave that is liquidated shall be paid at the Employee's rate of pay when the vacation time was earned. Vacation pay shall be computed by using the Employee's Adjusted Base Rate of Pay plus Enhancements as of the first day of vacation.
- 23.2. Vacation Leave shall be granted/denied within 48 hours from the Employee's request. Approval by the City shall not be unreasonably denied. The City shall have the right to cancel and reschedule vacation in the event of an emergency.

ARTICLE 24 - SENIORITY

24.1. Definition

- a. Seniority as used herein is defined as the right accruing to Employees through length of continuous service that entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall mean the length of continuous service as a Full-Time Employee with the City beginning with the date of hire.
- b. Original probationary Employees shall have no seniority rights. However, upon completion of an Employee's probation, he/she shall be given seniority credit from his/her date of hire.
- c. An Employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an Employee returns to work for the City in any capacity within five years of date of leaving, his/her seniority date will be adjusted by the length of absence.
- d. Employees on approved leaves of absence shall not be considered to have had a break in service.
- e. There shall be no deduction from continuous service for any time lost that does not constitute a break in continuous service.

24.2. Use of Seniority: Seniority will be used as provided in Article 12, Lay-Off and Recall, and Article 23, Vacations.

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

ARTICLE 25 - PROMOTIONS

- 25.1. Professional Employees may compete through the Civil Service examination process for other Professional Bargaining Unit positions. A Professional Employee chosen to fill a Professional vacancy (in a higher pay grade) shall receive a 10% increase in the Employee's Base Rate of Pay or the minimum of the pay grade for that new position, whichever is greater.
- 25.2. The City will apply all service points to this promotional process as described in Section 3 of Article 24 (Seniority).

ARTICLE 26 - EDUCATIONAL REIMBURSEMENT PROGRAM

26.1. To assist Full-Time Employees covered by this Agreement, where practical and feasible, to participate in training or educational programs designed to strengthen their abilities, which in turn directly benefits the City by assisting them in performing their duties, the City shall provide Employees certain terms and conditions as follows:

- a. To be eligible to participate in the Educational Reimbursement Program, a newly hired Employee must have achieved permanent status by successfully completing the probationary period.
- b. Employees must receive "satisfactory" or better Employee Performance Evaluations prior to the beginning of the course work.
- c. Employees shall only be reimbursed for one job related degree at each level (e.g., one Associates or one Bachelor's or one Master's level degree).
- d. Employees shall be limited each fiscal year to a maximum total of \$3,000 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.

26.2. Employees will be eligible for City reimbursement for the costs of books and tuition in the following manner:

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

- d. The refund amount payable shall be based upon the fee schedule of a State of Florida's public university or college at the time the course is completed, regardless of the fact that the Employee may be attending a private educational institution.
- e. When an Employee completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the City Manager or designee. The reimbursement procedure for related courses will consist of the following:
 - i. 100% reimbursement when a grade of "A" or B" is earned.
 - ii. 100% reimbursement for successfully completing pass/fail courses.
 - iii. 50% reimbursement when a grade of "C" is earned.
 - iv. 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."
 - v. Employees receiving aid or who have scholarship as well as Employees qualifying for benefits under State or Federal programs are eligible for reimbursement under this policy. However, financial assistance from other sources will offset any reimbursements payable by the City.

ARTICLE 27 - VOLUNTARY DEMOTIONS

- 27.1. Any Professional Employee may voluntarily request a demotion to a lower paid position without having to take the usual examination for appointment to the lower paid position; probationary Employees having not yet completed an initial 12-month probationary period and who are approved to transfer or demote will be required to serve a 12-month probationary period in their new position. Voluntary demotions shall be limited to professional positions and shall not include positions within the General Employee Bargaining Unit positions governed under Civil Service.
- 27.2. Prerequisites for such voluntary demotion:
- a. The Employee must submit the request in writing to the Office of Human Resources and must state the title of the lower position requested, the reason(s) for the request, an acknowledgement that they understand that the demotion will involve a reduction in pay unless otherwise stipulated and once approved and effected, is permanent and cannot be reversed except through the regular promotional procedures for classified Employees;
 - b. The Employee must meet the minimum requirements for the lower paid position; determination as to whether or not Employee meets the minimum requirements will be made by the Human Resources Director;
 - c. There must be a budgeted vacancy in the lower position available; no Employee holding such lower position may be involuntarily bumped out of that position for the purpose of providing room for the voluntary demoting Employee; however, such demotions shall supersede any existing eligibility lists;
 - d. The receiving Department Head may approve or disapprove acceptance of the voluntarily demoting Employee;
 - e. If the Employee has not served a probationary period in the position the Employee will be entering, a new probationary period of six months will be required. Employees not passing the 6-month probationary period will be separated from employment unless, by mutual consent of the employee and the City, and providing the position held prior is vacant, the employee may

return to their previous position held and resume the probationary status held prior to entering the new position.

- 27.3. The voluntarily demoting Employee will retain accrued leave earned, and other benefits earned with zero seniority for all purposes seniority is utilized, including but not limited to bidding vacations, schedules, prior to the effective date of the demotion. This includes positions moving from Full-Time to Part-Time Status and Full-Time to Full-Time Status, inclusive of probationary status employees.
- 27.4. As indicated in Sec. 2(a) above, the voluntarily demoting Employee may not proceed to any higher paid position (including the classification from which demoted) unless such Employee has applied for and competed in the regular promotional process and been certified as eligible for appointment (and promotion) in accordance with the classified system's regular promotional appointment procedures.
- 27.5. The provisions of Section 2(d) of this Article shall be grievable but not arbitrable.

ARTICLE 28 - OFFICIAL DUTY USE OF PERSONAL VEHICLE

- 28.1. Whenever an Employee covered by this Agreement is authorized by his/her Department/Division Head to use his/her own vehicle in the performance of his/her official City duties, the Employee will be compensated at the rate determined by State Statute (F.S. 112.061) or Internal Revenue Service Regulations, whichever is greater.
- 28.2. An Employee shall not be required to use his/her own vehicle without his/her consent in the performance of his/her official City duties.
- 28.3. Whenever an Employee receives written authorization from his/her Department/Division Head to use his/her own vehicle in the performance of official City duties, the Employee's vehicle shall be protected by the City's motor vehicle insurance plan.
- 28.4. An Employee who is requested to use his/her own vehicle to perform official City business as authorized by his/her Department/Division Head shall be required to complete an official car expense report as prepared by the City. Such report shall include an accounting of all expenses for which reimbursement is requested.
- 28.5. All Employees who drive City vehicles or their own vehicles while conducting City business are subject to Human Resource Policy HR-012 – Drug Free Workplace, and HR-038 - City Vehicle Drivers and, as such, the City and the Union support the City's policy for testing those individuals who are mandated to be tested by the Federal Law and under the guidelines of the City's Policies.

ARTICLE 29 – PERFORMANCE REVIEW SYSTEM

- 29.1. The parties intend to modify the performance review system currently in use, to a system based on a seven-point scale. The parties further agree that the performance review system may be changed by mutual written agreement of the City and the Union.
- 29.2. There will be no merit pay increase for the duration of this Agreement.
- 29.3. The parties recognize that a performance review system is an orderly procedure that provides an Employee appropriate performance feedback. Therefore, a performance review may be conducted at any time during an Employee's employment. All Full-Time and regularly scheduled Part-Time Employees shall be evaluated 12 months from the completion of the Employee's Original Probation Period, and annually thereafter. Employees who receive a promotion shall be evaluated at the end of their six-month promotional probationary period and 12 months annually thereafter.

ARTICLE 30 - CLASSIFICATION EVALUATION AND REVISION

- 30.1. It is the responsibility of the City to determine the job content, qualification requirements, duties, and the relative significance to the City's operation of each job within the bargaining unit. Whenever there is a change to an existing position title, classification, or position description concerning the content, qualifications, and/or duties of a position within the bargaining unit, the City will notify the Union of the change, along with a copy of the proposed modified position description, no later than 20 calendar days prior to its proposed implementation. Upon request, the City and the Union shall discuss the proposed change in an effort to agree. If the proposed change does not result in any change to the content and/or duties or tasks to be performed and/or the change does not have the effect of disqualifying any current Employees occupying the position, the City may change the job description without impact bargaining. All other changes to a position description must be bargained with the Union. Disputes shall be resolved under the grievance and arbitration procedure set forth in Article 15. The terms "job description," and other similar phrases are all synonymous with the term "position description." If the Union does not agree that the salary is appropriate after the position is filled, the matter will be subject to the grievance procedure as outlined in Section 3 of this Article.
- 30.2. New bargaining unit positions may be created by the City upon 20 calendar day's written notice to the Union which notice shall include a copy of the new position description. Upon request and within that 20-day period, the parties shall discuss the proposed newly created job description in an effort to agree. If there is no agreement the City may implement the new position without any further bargaining, provided the newly created position does not have the effect of removing bargaining unit work/duties from any existing bargaining unit position resulting in the layoff of an existing Employee or the elimination of a bargaining unit position, if occupied. If the newly created position has the effect of removing bargaining unit work from any existing bargaining unit position resulting in the layoff of an existing Employee or the elimination of a bargaining unit position, if occupied, the new position shall not be implemented without the consent of the Union.

- 30.3. The compensation of any new or modified job title shall be bargained within the above-mentioned 20-day period. If the parties cannot agree upon the compensation, the City shall establish compensation subject to the right of the Union to request interest arbitration utilizing the arbitration article of this agreement to select an arbitrator. The criteria which the arbitrator must utilize to determine compensation are the criteria contained in Chapter 447, Florida Statutes and the PERC Rules governing special masters and contractual impasses. The arbitrator's determination must be within the ranges of the existing pay plan of the appropriate compensation and shall be final and binding subject to Section 682, Florida Statutes.
- 30.4. A request to study an individual position may be initiated by an Employee, if the Employee believes that his/her position has changed so substantially as to warrant a change from his/her existing classification, title, and/or position description to another existing classification, title and/or position description. Change request(s) shall first be submitted to the Employee's Department or Office Director for review and approval and then forwarded to the Office of Human Resources for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 6 of this Article.
- 30.5. A request for study of an individual position may be initiated by the Department or Office Director if he/she believes that the position has changed so substantially as to warrant an evaluation and revision of an Employee's existing classification, title and/or position description to another existing classification, title and/or position description. Such a request shall first be discussed with the concerned Employee for comment and then forwarded to the Office of Human Resources for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 6 of this Article. This provision will only be used to consider an upgrade in the requested classification.
- 30.6. For requests as outlined in Sections 4 or 5 of this Article, the Office of Human Resources shall report on its findings and recommendations to the City Manager.

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

ARTICLE 31 - CLOTHING

- 31.1. Proper business attire or proper business casual attire as appropriate will be required by all Employees pursuant to HR Administrative Policy 004 – Personal Appearance and Dress Code.
- 31.2. The City may issue City logo clothing as deemed appropriate.
- 31.3. The Employees will be notified in advance when casual attire is acceptable (i.e. casual days, fund raising initiatives, fieldwork days, etc.).

ARTICLE 32 – ASSIGNMENT PAY

- 32.1. Due to vacation, sickness, or workload requirements Professional Employees meeting minimum position requirements assigned to temporarily assume most duties and responsibilities of classifications of a higher pay grade shall receive compensation based upon the schedule in Section 3 of this Article. The assignment pay in this Article shall apply only to time periods of at least one full shift when the assigned Employee is working for a Full-Time Employee in a higher classification. If, however, the assigned Employee is working for a Part-Time Employee of a higher classification then the assignment pay shall apply only to time periods of at least one half of the assigned Employee's shift. If an Employee is assigned to work in a higher classification for more than one full shift, the assignment pay will begin on the first day the Employee assumes the higher classification. Beach Safety Employees who are assigned to a higher classification for one full shift on a recurring basis shall receive the assignment pay percentage as defined in Section 3 of this Article for each shift assigned to a higher classification. There shall be no assignment pay during a declared emergency, except as authorized by the City Manager, or designee.
- 32.2. Assignment pay shall be limited to 180 days. Extensions to this time frame will require mutual agreement between the City and the Union.
- 32.3. Schedule of compensation:
- a. Professional to a higher pay grade professional position = the greater of:
 - i. the minimum of the pay grade; or
 - ii. the sum of the Employee's Adjusted Base Rate of Pay plus Enhancements, and a 5% increase in the Adjusted Base Rate of Pay.
 - b. Professional to Supervisory or Management/Executive = the greater of:
 - i. the minimum of the pay grade; or
 - ii. the sum of the Employee's Adjusted Base Rate of Pay plus Enhancements, and a 10% increase in the Adjusted Base Rate of Pay.
- 32.4. The City Manager may provide Incentive Pay to any Employees working outside of their job description on special projects in accordance with the HR -096 Performance Pay & Sign-On Pay Incentive Policy.

ARTICLE 33 – REGULARLY SCHEDULED PART-TIME EMPLOYEES

33.1. Regularly scheduled non-seasonal Part-Time Employees shall enjoy rights in all Collective Bargaining Agreement articles except for the following:

- Article 7 – Hours of Work
- Article 8 - Certification Pay
- Article 9 - Contracting and Subcontracting
- Article 11 – Pension and Pension Plan
- Article 12 - Lay-off and Recall
- Article 13- Sick Leave (except as provided below in this Article)
- Article 14 – Workers’ Compensation/Supplemental Compensation (except as provided below in this Article.)
- Article 19 – Health and Wellness Plan (except as provided below in this Article)
- Article 20 - Family and Medical Leave Act/ Special Leave/ Leave of Absence (except FMLA for Employees who meet the minimum qualifications)
- Article 21 – Holidays (except as provided below in this Article.)
- Article 22 – Jury Duty and Subpoenas (except as provided below in this Article.)
- Article 26 - Educational Reimbursement Program
- Article 27 - Voluntary Demotions

33.2. Regularly scheduled non-seasonal Part-Time Employees who average at least 30 hours or more of work per week shall be eligible for the following benefits:

- a. Sick Leave: three quarters (75%) of the Sick Leave accruals provided in Article 13.
- b. Vacation Leave: three quarters (75%) of the Vacation Leave accruals provided in Article 23.
- c. Holidays: Six hours per holiday as provided in Article 21.
- d. Wellness Leave – Twelve hours annually as provided in Article 19.
- e. Bereavement Leave: as provided in Article 16.

- f. Health Insurance: In accordance with the Affordable Care Act Safe Harbor rate of pay method.
 - g. A Health Reimbursement Account as provided in Article 19 to Full-Time Employees.
 - h. A non-matching City contribution to a deferred comp 457 plan in the amount of \$1,000.00 to be paid annually on the Employee's anniversary date of hire.
 - i. Jury Duty: as provided in Article 22.
 - j. Workers' Compensation/Supplemental Compensation: as provided in Article 14.
- 33.3. Regularly scheduled non-seasonal Part-Time Employees who average more than 15 hours of work per week but less than 30 hours of work per week shall be eligible for the following benefits:
- a. Sick Leave: 50% of the Sick Leave accruals provided in Article 13.
 - b. Vacation Leave: 50% of the Vacation Leave accruals provided in Article 23.
 - c. Holidays: Four hours per holiday as provided in Article 21.
 - d. Wellness Leave: Eight hours annually as provided in Article 19.
 - e. Bereavement Leave: as provided in Article 16.
 - f. A Supplemental Insurance Product in the amount not to exceed \$500.00.
 - g. A non-matching City contribution to a deferred comp 457 plan in the amount of \$1,000.00 to be paid annually on the Employee's anniversary date of hire.
- 33.4. Health insurance and HRA eligibility have been established as follows:
- a. New Employees who the City anticipate will work 30 or more hours will be initially eligible for health insurance and HRA limits at the same time as regular Full-Time Employees (first of the month after a 30-day waiting period). For eligibility for subsequent calendar years, their hours will be evaluated each October.
 - b. New Employees who the City anticipates will work between 15 and 29 hours will have a 12-month look-back provision for health insurance eligibility. In other words, newly hired Employee's hours will be analyzed on his/her anniversary date to determine if he/she is eligible for health insurance for the next calendar year. If he/she is eligible, he/she will have the option of

obtaining health insurance for the next calendar year. For years thereafter, their hours will be evaluated each October for health insurance eligibility for the next calendar year. New Employees who the City anticipate will work less than 15 hours are not eligible for Part-Time benefits.

- 33.5. For determination as to whether newly hired Part-Time Employees are eligible for placement into the non-medical benefits categories (i.e., Sick Leave, Vacation Leave and holidays) set forth in Section 2 or Section 3 of this Article, the Employee will be placed into the appropriate non-medical benefit category, if any, on their hire date based on the weekly hours that the Employee is anticipated to work. Thereafter, the City shall monitor and re-evaluate each Part-Time Employee's continued eligibility for the benefits applicable to their work hours, but the City agrees that absent a dramatic change in any regularly scheduled Part-Time Employee's work schedule, the Employee's benefit levels will be changed only in the beginning of the first pay period on October 1st in each year.
- 33.6. A Part-Time Employee who moves to a Full-Time position with the City shall retain their accrued leave balances and will not be paid out.

ARTICLE 34 - SEVERABILITY

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

ARTICLE 35 - DURATION OF AGREEMENT/EFFECTIVE DATES

- 35.1. This Agreement shall be effective upon the date of ratification by the parties and shall remain in full force and effect until and including September 30, 2028.
- 35.2. Specific provisions as to the effective dates found in any various Articles of this Agreement, shall not be affected by the provisions of Section 1 of this Article. In case of conflict, the specific Article provisions shall prevail.
- 35.3. This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing by April 2nd of the expiration year of this Agreement that it desires to modify the Agreement, with negotiations beginning thirty days thereafter, or such other date as mutually agreed upon. The terms and conditions of employment reflected in this Agreement shall remain in full force and effect until replaced by either (1) a subsequently ratified replacement Agreement, or (2) actions resulting from provisions of F.S. 447.403.
- 35.4. The employer recognizes and states that it is entering into this Agreement in good faith and that the City Manager, as the Chief Administrative Officer for the City, shall request adequate funding, through the City's annual budget process, to fund the provisions of this Agreement. The approval or disapproval of the City Manager's funding request shall not be subject to the grievance and arbitration procedure described in Article 16 but rather shall be governed by F.S. 447.309.
- 35.5. All Letters of Understanding entered into between the City and AFSCME prior to the signing of this agreement shall be null and void unless specifically incorporated into this Agreement.

EXECUTION OF AGREEMENT

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

Dated this _____ day of _____, 2025.

WITNESSES:

As to Local 2432

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

By: _____
Bogdan Corsovic, President

Date: _____

As to the City

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

By: _____
Josh Levy, Mayor

Attest: _____
Patricia Cerny, City Clerk

Approved: _____
George R. Keller, Jr., CPPT, City Manager

Approved: _____
Raelin Storey, Assistant City Manager

Approved: _____
Stephanie Tinsley, Finance Director

APPROVED AS TO FORM:

Damaris Henlon, City Attorney

APPENDIX A: PERC CERTIFICATION 2000 and 2018

PERC Certifications can be found here: [PERC Certification](#)

APPENDIX B: CLASSIFICATION TITLES & SALARY RANGES

CLASS TITLE	PAY GRADE
Accountant	P4
Accountant II	P5
Aquatics Superintendent	P2
Assistant Community Health Coordinator	P2
Assistant Project Manager	P5
Business Analyst - Development Services	P6
Chief Chemist QA/QC Officer/Laboratory Supervisor	P6
Citizens' Assistance Coordinator	P1
Communications Analyst	P4
Community Court Coordinator	P3
Community Development Program Administrator	P5
Community Development Project Manager	P6
Community Health Coordinator	P3
Corridor Redevelopment Specialist	P6
Development Review Coordinator	P5
Dockmaster	P2
Economic Development Marketing Coordinator	P1
Economic Development Representative	P4
Engineer	P5
Engineering Analyst	P4
Engineering Specialist	P5
Engineering Specialist II	P6
Environmental Sustainability Coordinator	P5
Financial Analyst	P4
Floodplain Development Review Administrator	P7
Geographic Information Systems Administrator	P7
Grants Coordinator	P3
Homeless Services Coordinator	P3
Multimedia Design Coordinator	P2
Network Engineer	P6
Planner I	P3
Planner II	P4
Planner III	P5
Planner III - Urban Design	P5
Process Control Systems Administrator	P5
Project Manager	P7
Project Manager (Public Utilities)	P7

Public Relations Marketing & Media Coordinator	P4
Public Safety Background Investigator and Recruiter	P2
Public Utilities Outreach Administrator	P6
Regulatory Compliance Officer	P5
Revenue Analyst	P2
Revenue Analyst - Public Utilities	P2
SCADA Operations Specialist	P5
Senior Accountant	P6
Senior Collections Analyst - Utilities	P5
Senior Geographic Information Systems Analyst	P6
Senior Graphic Information Systems Analyst	P6
Senior Operations Analyst	P4
Senior Revenue Analyst - Public Utilities	P4
Senior Systems Analyst	P6
Technical Business Analyst	P4
Technical Systems Analyst	P4
Telecommunications Engineer	P5
Victims Advocate	P2
Video Production Specialist	P2

Professional Pay Grades and Pay and Pay Ranges FY26

Pay Grade	Annualized		Hourly	
	Minimum	Maximum	Minimum	Maximum
P1	\$ 56,838.20	\$ 91,977.89	\$ 27.33	\$ 44.22
P2	\$ 60,816.89	\$ 97,307.02	\$ 29.24	\$ 46.78
P3	\$ 65,074.06	\$ 104,118.50	\$ 31.29	\$ 50.06
P4	\$ 69,629.25	\$ 112,333.52	\$ 33.48	\$ 54.01
P5	\$ 74,503.30	\$ 119,205.28	\$ 35.82	\$ 57.31
P6	\$ 79,718.53	\$ 127,549.64	\$ 38.33	\$ 61.32
P7	\$ 85,298.83	\$ 136,478.12	\$ 41.01	\$ 65.61

Professional Pay Grades and Pay and Pay Ranges FY27

Pay Grade	Annualized		Hourly	
	Minimum	Maximum	Minimum	Maximum
P1	\$ 57,974.97	\$ 93,817.45	\$ 27.87	\$ 45.10
P2	\$ 62,033.23	\$ 99,253.16	\$ 29.82	\$ 47.72
P3	\$ 66,375.54	\$ 106,200.87	\$ 31.91	\$ 51.06
P4	\$ 71,021.83	\$ 114,580.19	\$ 34.15	\$ 55.09
P5	\$ 75,993.36	\$ 121,589.38	\$ 36.54	\$ 58.46
P6	\$ 81,312.90	\$ 130,100.64	\$ 39.09	\$ 62.55
P7	\$ 87,004.80	\$ 139,207.68	\$ 41.83	\$ 66.93

Professional Pay Grades and Pay and Pay Ranges FY28

Pay Grade	Annualized		Hourly	
	Minimum	Maximum	Minimum	Maximum
P1	\$ 59,134.47	\$ 95,693.79	\$ 28.43	\$ 46.01
P2	\$ 63,273.89	\$ 101,238.22	\$ 30.42	\$ 48.67
P3	\$ 67,703.05	\$ 108,324.89	\$ 32.55	\$ 52.08
P4	\$ 72,442.27	\$ 116,871.79	\$ 34.83	\$ 56.19
P5	\$ 77,513.23	\$ 124,021.17	\$ 37.27	\$ 59.63
P6	\$ 82,939.16	\$ 132,702.65	\$ 39.87	\$ 63.80
P7	\$ 88,744.90	\$ 141,991.84	\$ 42.67	\$ 68.27