

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between the City of Hollywood ("City") and the Broward County Police Benevolent Association ("PBA") (collectively referred to as the "Parties").

WHEREAS, the City and the PBA are parties to a Collective Bargaining Agreement ("CBA") for the period of October 1, 2014 through September 30, 2017 covering the police officers, police sergeants and police lieutenants of the City ("Bargaining Unit Employees"); and

WHEREAS, Section 31.6 addresses the seniority, pay and probationary period of former police officers who have a permanent break in service and are rehired; and

WHEREAS, the Parties wish to amend Section 31.6 of the CBA and other sections, as necessary, to allow the Police Chief flexibility with respect to the pay of rehired former police officers and to provide for the restoration of seniority upon rehire;

NOW, THEREFORE, the below-signed representatives of the City and the PBA acknowledge and agree as follows:

1. That the above noted recitals are true and correct and are incorporated herein as part of this MOU.

2. That effective upon the ratification of this MOU by both Parties, Section 26.1 of the CBA is hereby amended to read as follows:

Effective upon the ratification of this 2014-2017 Agreement, employees covered by this Agreement shall, upon completion of continuous years of service, earn Annual Leave (vacations) at the following rate:

- a) 1 to 7 years - 80 hours/year
- b) 8 to 10 years - 112 hours/year
- c) 11 to 15 years - 144 hours/year
- d) 16 to 20 - 160 hours/year
- e) 21 years and over - 200 hours/year;

provided, however, that effective upon the ratification of the MOU that amends this 2014-2017 Agreement regarding the re-hiring of Police Officers, employees covered by this Agreement who were previously employed by the City as Police Officers shall earn Annual Leave (vacations) at the above rates based on total years of service as Police Officers employed by the City rather than continuous years of service.

3. That effective upon the ratification of this MOU by both Parties, Section 31.6 of the CBA is hereby amended to read as follows:

a) In the event of any permanent break in service occasioned by resignation, retirement, termination, or layoff, seniority credits shall cease, but ~~; except that in the case of layoff only,~~ if the employee is rehired ~~recalled~~, all such seniority credits shall be restored as adjusted by the period of absence ~~caused by the layoff~~.

b) If the former employee was a Police Officer, the Chief of Police shall place him or her in the pay step that the Chief of Police determines, in his or her sole discretion, to be appropriate based on the former employee's previous law enforcement experience with the City ~~his salary shall be one (1) pay step lower than that on the date of severance.~~

\* \* \*

4. That effective upon the ratification of this MOU by both Parties, Section 33.7 of the CBA is hereby amended to read as follows:

The City, through the discretionary authority of the Chief of Police and the Director of Human Resources, has the right to place newly hired Police Officers within the C/starting step and the G/4 step of the pay scale range for Police Officers, based on the newly hired officer's previous law enforcement experience; provided, however, that in accordance with Section 31.6 b of this agreement, the Chief of Police has the right to place newly hired Police Officers who were previously employed by the City as Police Officers in any pay step of the pay scale range for Police Officers, based on the newly hired officer's previous law enforcement experience with the City.

5. That effective upon the ratification of this MOU by both Parties, Section 43.1 of the CBA is hereby amended to read as follows:

\* \* \*

- c) Except as provided in subsection d) below, advancement Advancement to pay grade L-10 will be after 10 years of continuous service; to pay grade L-13 after 13 years of continuous service; to pay grade L-16 after 16 years of continuous service; to pay grade L-20 or L-20(a) (depending on the fiscal year) after 20 years of continuous service.
- d) For a newly hired Police Officer who was previously employed by the City as a Police Officer and who is placed in a pay grade below pay grade L-10, advancement to pay grade L-10 will be after the number of years of continuous service equal to the difference between 10 and the number of the pay grade in which the Police Officer is placed upon being rehired. For example, if such an individual is rehired in pay grade F-3, he or she will advance to pay grade L-10 after 7 years of continuous service subsequent to being rehired. For a newly hired Police Officer who was previously employed by the City as a Police Officer and who is placed in pay grade L-10, advancement to pay grade L-15 will be after 5 years of continuous service subsequent to being rehired. For a newly hired Police Officer who was previously employed by the City as a Police Officer and who is placed in pay grade L-15, advancement to pay grade L-20 or L-20(a) (depending on the fiscal year) will be after 5 years of continuous service subsequent to being rehired.
- ~~e~~) No employee may exceed the maximum base pay rate for the employee's classification.

6. The Parties signify their agreement with this MOU by affixing their signature below.
7. This MOU shall become effective upon ratification by both the City and the PBA.

WHEREFORE, the Parties acknowledge and understand the basis and intent as set forth in this MOU, executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City and the PBA.

WITNESSES:

\_\_\_\_\_

As to the Broward County PBA

WITNESSES:

\_\_\_\_\_

As to the City

Attest:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Director of Financial Services

\_\_\_\_\_

Director of Labor Relations

BROWARD COUNTY PBA

\_\_\_\_\_

President

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

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

BY: \_\_\_\_\_

Mayor

Approved: \_\_\_\_\_

City Manager

\_\_\_\_\_

Assistant City Manager

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

\_\_\_\_\_

CITY ATTORNEY