

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HOLLYWOOD, FLORIDA AND THE
HOLLYWOOD, FLORIDA, CITY EMPLOYEES LOCAL NUMBER 2432
OF THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, A.F.L.-C.I.O. SUPERVISORY EMPLOYEES**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____ 2025, by and between the City of Hollywood, Florida (“City”) and the Hollywood, Florida, City Employees Local Number 2432 of the American Federation of State, County and Municipal Supervisory Employees, A.F.L.-C.I.O. (“Union” or “AFSCME”) (collectively referred to as the “Parties”), with regard to all City employees whose job classifications are included within the Supervisory Collective Bargaining Agreement represented by the Union.

WHEREAS, the Parties entered into Collective Bargaining Agreement for the period of October 1, 2022, to September 30, 2025 (“CBA”), which sets forth the terms and conditions of employment of the City’s Supervisory Employees (the “Bargaining Unit Members”); and

WHEREAS, Article 8 of the CBA, Pension and Pension Plan, collectively constitutes the Parties’ agreement with respect to the pension benefit, and incorporates the City of Hollywood Employees’ Retirement Fund (“Retirement Plan”), as is more fully set forth in Section 33.025, Pensions and Retirement, of the City’s Code of Ordinances; and

WHEREAS, Article 8 currently only allows eligibility for “Group One Restored Members” to participate in the Deferred Retirement Option Plan (“DROP”), in accordance with specific terms and conditions; and

WHEREAS, the City wishes to modify the terms and conditions for all members in Group One, Group Two, and Group Three regarding their eligibility to participate in the DROP,

including, but not limited to, their ability to continue or otherwise resume work as a City employee after their completion of the DROP; and

WHEREAS, the Parties have met to negotiate such changes, and wish to memorialize their approval of the revised terms and conditions for DROP eligibility, participation, and continuation and/or resumption of work after completion of the DROP; and

WHEREAS, the Parties recognize that this MOU only clarifies Article 8 of the CBA regarding DROP eligibility, participation, and continuation and/or resumption of work after completion of the DROP, for all members of the Retirement Plan whose job classifications are covered by a CBA entered into and in effect by and between the Parties; and

WHEREAS, the Parties acknowledge that this MOU shall only become effective upon: (1) approval by a majority of members of the bargaining unit in each of the three bargaining units represented by the Union; (2) approval by a majority of the members of the City of Hollywood Employees Retirement Fund; and (3) approval of an Ordinance effectuating these revisions by the City Commission.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct, and incorporated herein by reference.
2. All Bargaining Unit Members shall hereafter be eligible to participate in the DROP.
3. All Bargaining Unit Members who remain employed by the City through the completion of the DROP, shall upon completion of the DROP, be entitled to receive their DROP Account Balance by request to the City of Hollywood Employees Retirement Fund, and in accordance with the provisions set forth in Article 33 of the City's Code of Ordinances.
4. All Bargaining Unit Members, upon completion of the DROP, shall be eligible to continue employment with the City, upon approval by the City Manager, based upon operational needs and review of the employee's employment record as of that time. The City Manager's decision shall be final and shall not be unreasonably withheld.
5. The Parties have had the opportunity to consult with legal counsel of their choosing.

6. Other than as specifically set forth herein, this MOU does not modify any other terms and conditions of employment of the Bargaining Unit Members represented by the Union.
7. The City agrees to draft and present an Ordinance to the City Commission to effectuate the foregoing agreed upon changes. The Ordinance will propose to amend the City's Code of Ordinances to reflect all of the terms and conditions discussed, negotiated and agreed upon by the Parties to effectuate the desired changes to DROP eligibility, participation, and the continuation and/or resumption of work after completion of the DROP, upon the aforementioned approvals by the Bargaining Unit Members and members of the City of Hollywood Employees Retirement Fund.
8. The agreed upon changes appearing within this MOU, and which will appear within the proposed amending ordinance, will go into effect immediately upon approval by Bargaining Unit Members, the City of Hollywood Employees' Retirement Fund members, and the City Commission.
9. The Parties signify their tentative agreement with this Memorandum of Understanding by affixing their signatures below.

**HOLLYWOOD, FLORIDA, CITY
EMPLOYEES LOCAL
NUMBER 2432 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNCIPAL EMPLOYEES, A.F.L.-C.I.O.**

CITY OF HOLLYWOOD, FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

Damaris Y. Henlon, Interim City Attorney