

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, ~~2022~~2025

through

September 30, ~~2025~~2028

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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 31.
- 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:

~~2.1. Subject to the provisions of this Agreement, it is the right of the City to determine unilaterally:~~

- a. the purpose of each of its constituent agencies;
- b. set standards of services to be offered to the public;
- c. exercise control and discretion over its organization and operations;
- d. ~~manage and direct its workforce including~~ the right to take disciplinary action for just or proper cause; hire, promote, rehire, recall, demote for cause, transfer, lay-off or relieve its ~~employee~~ 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 21; 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

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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

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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.

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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.

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2.2.2.3. Any rights, privileges or obligations which are not specifically granted to the Union and the ~~employee~~ 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~~ 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.

~~2.3.~~

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ARTICLE 3 – NON-DISCRIMINATION

- 3.1. No ~~employee~~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~~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 DEDUCTION OF DUES DEDUCTIONS

~~4.1. On receipt of a lawfully executed written authorization form from an employee, the City will deduct from the employee's pay the amount so specified by said employee, but not less than regular dues.~~

~~4.2. The Payroll Division will remit to the Union Treasurer such sums bi-weekly, together with a list of employees for whom deductions were made.~~

~~4.3. Changes in the Union's membership dues rate shall be certified to the City, in writing, over the signatures of the authorized officer or officers of the Union, at least 30 days in advance of the effective date of such change.~~

~~4.4. The City's remittance shall be deemed correct if the Union does not give a written notice to the City within two calendar weeks after remittance is received of its belief, with reasons stated therefore, that the remittance is incorrect.~~

~~4.1 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.~~

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~~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 check-off non-deduction of Union dues.~~

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~~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).~~

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~~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.~~

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~~4.5.~~

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~~4.6. —When an employee has been suspended or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the City shall, in the manner outlined in Section 1 of this Article, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.~~

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~~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 ~~employee~~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, ~~2022~~2025, ~~October 1, 2026,~~
~~and October 1, 2027,~~ the pay ranges within the Bargaining Unit ~~were~~will be
increased ~~by~~as follows:

- ~~4~~October 1, 2025 - 2%
- October 1, 2026 – 2%
- October 1, 2027 – 2%

~~as was agreed to by the parties in a memorandum of understanding passed by the City Commission via Resolution R-2022-323. Effective the first full pay period on or after October 1, 2023, the pay ranges within the Bargaining Unit shall increase by 3%. Effective the first full pay period on or after October 1, 2024, the pay ranges within the Bargaining Unit shall increase by 3%.~~

~~6.1.~~ **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 ~~employee~~Employees within the pay ranges ~~s~~s of the job classifications ~~s~~s.

~~6.2.~~ **6.3** ~~Employee~~Employees whose ~~base pay~~Base Pay (excluding longevity, and assignment pay, ~~certification 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~~Base Pay for the first full pay period on or after the dates ~~below~~
provided ~~above so long as that~~ the increase does not place their ~~base pay~~Base Pay above the pay range for their positions. If it does, the ~~employee~~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. ~~Employee~~Employees whose ~~base pay~~Base Pay 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~~Base Pay.

- ~~October 1, 2022~~ — 4%
- ~~October 1, 2023~~ — 3%
- ~~October 1, 2024~~ — 3%

6.3. ~~Full-time employees hired prior to October 1, 2022, shall receive a one-time, lump sum, non-pensionable net payment of \$1,000.00 in FY2023.~~

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~~6.4. Regularly scheduled non-seasonal part-time employees hired prior to October 1, 2022, shall receive a one-time, lump-sum, payment as follows:~~

- ~~• For regularly scheduled non-seasonal part-time employees who averaged at least 30 hours or more in FY22: \$750.00.~~
- ~~• For regularly scheduled non-seasonal part-time employees who averaged more than 15 hours of work per week but less than 30 hours in FY22: \$500.00.~~
- ~~• For regularly scheduled non-seasonal part-time employees who averaged less than 15 hours of work per week in FY22: \$250.00.~~

~~6.5.6.4. Certification pay~~Certification Pay is calculated using the sum of an ~~employee~~Employee's ~~base pay~~Base Pay, wage increases (Cost of Living Adjustment ("COLA")), and ~~longevity~~Longevity payLongevity Pay. Such sum shall be collectively referred to as the "~~adjusted base rate of pay~~Adjusted Base Rate of PayAdjusted Base Rate of Pay."

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~~6.6.6.5. Longevity.~~

- a. ~~FULL-TIME~~FULL-TIME: Effective ~~retroactive to~~ the first full pay period after October 1, ~~2022~~2025, all ~~full time~~Full-Time regular ~~employee~~Employees who reach the following dates of cumulative years of City service, shall be paid prospectively the following additional ~~longevity~~Longevity payLongevity Pay compensation, which shall be applied to the ~~base rate of pay~~Base Rate of Pay upon attainment of the respective 5, 10, 12.5, and 15-year anniversary as follows:

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<u>Cumulative Years of City Service</u>	<u>Longevity Longevity Compensation</u>
5-1 years of service	52.0 %
<u>3 Years</u>	<u>3.0</u> %
<u>5 Years</u>	<u>2</u> %
<u>7 Years</u>	<u>3.0</u> %
<u>10 years Years of service</u>	3.0%
12.5 years <u>Years of service</u>	2.75 <u>3.0</u> %

15 years <u>Years of service</u>	24 .0%
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- b. ~~PART-TIME~~PART-TIME: Effective ~~retroactive to~~ the first full pay period after October 1, ~~2022~~2025, all ~~part-time~~Part-Time regular ~~employee~~Employees with ~~5 years, 10 years, 12.5 years, and 15 years of~~ continuous years of service with the City shall prospectively receive the following additional ~~longevity~~Longevity~~pay~~Longevity Pay compensation, which will be applied to the ~~employee~~Employee's ~~base pay~~Base Rate of Pay. ~~rate upon attainment of the respective 5-, 10-, 12.5-, and 15-year anniversary as follows:~~

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<u>Continuous</u> Years of City Service	<u>Longevity</u> <u>Longevity</u> Compensation
5-1 years <u>Year of service</u>	52 .0%
<u>3 Years</u>	<u>3.0%</u>
<u>5 Years</u>	<u>2%</u>
<u>7 Years</u>	<u>3.0%</u>
10 years <u>Years of service</u>	3.0%
12.5 years <u>Years of service</u>	2.75 <u>3.0</u> %
15 years <u>Years of service</u>	24 .0%

- 6.6. The salary range for Professional ~~employee~~Employees may be exceeded without limit by Agreement Articles which provide for increases to ~~base rate of pay~~Base Rate of Pay to the extent that the languages specify.

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- 6.7. 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.

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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. The ~~employee~~Employees shall be entitled to two 15-minute breaks one in the morning and one in the afternoon. ~~Employee~~Employees working a 10-hour day shall receive two 20-minute breaks in lieu of the 15-minute breaks.
- 7.3. As professional ~~employee~~Employees, it is expected that ~~employee~~Employees' hours of work may be irregular, intermittent and ~~employee~~Employee controlled. ~~Employee~~Employees are expected to complete their work assignments within applicable time periods as appropriate. ~~Employee~~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, ~~employee~~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. ~~Employee~~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~~Adjusted of payBase Rate of Pay. However, ~~employee~~Employees shall not be paid for more than one of any certification in this Article.

- Florida Professional Engineer (P.E.)
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Florida licensed registered Architect Certification
- Oracle Enterprise Analytics Certification
- National Council of Architectural Registration Boards (NCARB) certification.
- ~~Cisco Certified Network Professional (CCNP)~~
- ~~Microsoft Azure Administrator Associate~~
- ~~Microsoft Certified Solutions Associate (MCSA)~~
- ~~Microsoft Endpoint Administrator Associate~~
- Aquatic Facility Operator (AFO)
- American Institute of Certified Planners (AICP) certification
- Certified Public Finance Officer (CPFO)
- Certified Government Finance Officer (CGFO)

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~~Certification Pay provided they maintain the certification. No other ~~employee~~Employees shall be paid for this certification.

8.4. For ~~Certification-pay~~Certification Pay purposes, ~~employee~~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~~Certification Pay. However, these

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

ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING

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.

For purposes of this Article, a displaced ~~employee~~Employee is defined as any professional ~~employee~~Employee who loses his/her position due to the effect of sub-contracting services otherwise provided by the City. Any ~~employee~~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 ~~employee~~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~~Employee, upon hire, who is subject to those Rules and Regulations. Each ~~employee~~Employee will provide written acknowledgement of his/her receipt of the Rules and Regulations and will be held accountable for compliance therewith.

~~10.2-10.3.~~ 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.

~~10.3.~~ The Rules and Regulations shall be amended to include the following:

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

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ARTICLE 11 - PENSION AND PENSION PLAN

11.1. Employees shall receive pension benefits according to the provisions of ~~the~~The City of Hollywood General Employee~~Employees' Pension Plan~~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. ~~Except as provided for in this Article, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.~~

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

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a. ~~Creation and inclusion of three categories of members. One category consisting of members hired prior to July 15, 2009 ("Group One Restored Members"); a second category consisting of general fund members hired on or after July 15, 2009, but prior to October 1, 2011, and non-general fund members hired on or after July 15, 2009, but prior to March 5, 2014 ("Group Two Restored Members"); and a third category consisting of general fund members hired on or after October 1, 2011, and non-general fund members hired on or after March 5, 2014 ("Group Three Members").~~

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b. ~~Group One Restored Members: The following pension benefits in effect on September 30, 2011, were restored to Group One Restored Members as specifically provided in the following subsections:~~

- i. ~~A normal retirement date of age 55 with five years of service or 25 years of credited service regardless of age;~~
- ii. ~~A vesting period of five years of credit service;~~

- ~~iii. A three percent multiplier each year of credited service, up to a maximum benefit of 81% of average final compensation;.~~
- ~~iv. A new definition of average final compensation that shall be based on the member's highest 78 consecutive bi-weekly pay periods of credited service. Payments for accumulated sick and annual leave by such member following separation from employment and included in compensation in accordance with the definition of compensation below shall be deemed to have been received in the final pay period;.~~
- ~~v. A definition of compensation to include a member's gross wages received from the City, including overtime and payments for accumulated annual leave and accumulated sick leave~~Sick Leave ~~(subject to limitations set forth in state law), except as provided below:~~
 - ~~1. For members hired prior to October 1, 2002, and employed by the City on that date, compensation shall include payments for accumulated annual leave, but the amount of accumulated sick leave~~Sick Leave ~~included in such member's compensation shall not exceed the amount accumulated as of October 1, 2002 (including the maximum limitation as of October 1, 1994). Such accumulated sick and annual leave shall be calculated at the member's total rate of pay at the time of retirement, or entry into the DROP plan or planned retirement benefit;~~
 - ~~2. For members hired after October 1, 2002, compensation shall include payments for accumulated annual leave, but no payment for accumulated sick leave~~Sick Leave ~~shall be included in such member's compensation. Such accumulated annual leave shall be calculated at the member's total rate of pay at the time of retirement, or entry into the DROP plan or planned retirement benefit.~~
 - ~~3. For members who retire or enter the DROP on or after August 17, 2009, compensation shall exclude all earnings and payouts for blood time and compensatory time. In addition, the payouts for accumulated annual leave that may be counted as compensation for such members shall not exceed 125 hours for employees who retire from a position covered by the general employees' bargaining unit; and shall not exceed 60 hours per year for employees who retire from a position not covered by the general employees' bargaining unit.~~

- ~~4. Employee elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the rules of the Internal Revenue Service Code shall be included in compensation for retirement purposes. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations, shall be disregarded.~~
- ~~5. For the purposes of this division 5, the terms "accumulated annual leave" and "accumulated sick leaveSick Leave" shall be capped at the amount reflected in the payroll records of the City for each member of the plan in the first full pay period of March 2014.~~
- ~~vi. Eligibility for non-duty disability benefits shall commence upon attaining five years of credited service;~~
- ~~vii. A member who separates from City employment prior to attaining normal retirement date after having completed at least five years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 55 based on the benefit formula in effect on the date of separation from City employment and years of credited service and average final compensation on that date;~~
- ~~viii. Eligibility to participate in the DROP plan or the planned retirement benefit;~~
 - ~~1. Entry into the DROP on the earlier of the first day of any month following the employee's 55th birthday and tenth-year anniversary of credited service, or the first day of any month following the completion of a total of 25 years of credited service;~~
 - ~~2. A member hired prior to July 15, 2009, who was a member continuously from July 14, 2009, to June 19, 2019, who attained normal retirement date, who was not already participating in the planned retirement benefit before June 19, 2019, and who wanted to participate retroactively in the DROP plan was required to submit an irrevocable written election/decision within 60 days of June 19, 2019, to participate retroactively in the DROP plan starting on or after the date the member attained normal retirement date. Such member received a return of their employee contributions made from the date they designated to be the commencement of~~

~~their DROP plan participation period, and continuing through the date of their election/decision, which was added to the participant's DROP plan account;~~

~~3. Any member employed on June 19, 2019, and hired prior to July 15, 2009, who was a member continuously from July 14, 2009, to June 19, 2019, who became eligible to retire with normal retirement benefits, who was already participating in the planned retirement benefit before June 19, 2019, and who wanted to change from the planned retirement benefit to the DROP plan was required to submit an irrevocable written election/decision within 60 days of June 19, 2019, to change retroactively to the DROP plan starting on or after the date the member attained normal retirement date. Such member received a return of their employee contributions made from the date they designated to be the commencement of their DROP plan participation period, and continuing through the date of their election/decision, which was added to the participant's DROP plan account;~~

~~4. No member shall receive any benefits from both the DROP plan and the planned retirement benefit;~~

~~5. An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting or participation in the DROP plan or the planned retirement benefit;~~

~~ix. For currently employed Group One Restored Members who retire on or after August 17, 2009, without entering the DROP, a two percent COLA shall be payable annually commencing three years after retirement benefits begin. For currently employed Group One Restored Members who enter the DROP on or after August 17, 2009, a two percent COLA will be payable annually, commencing the later of three years after retirement benefits begin or one year after separation from employment following participation in the DROP;~~

~~x. The parties expressly agree that only the pension-related benefits specifically described above will be restored to Group One Restored Members. No other benefit, including wages or any other benefit that may have been reduced or eliminated at the time of the 2010 and 2011 declarations of financial urgency, will be restored;~~

- ~~c. Group Two Restored Members: Group Two Restored Members shall receive the same retirement benefits as members hired prior to July 15, 2009, except as follows:~~
- ~~i. The normal retirement dates shall be age 57 or older with 25 years of credited service; age 60 or older with seven years of credited service; or 30 years of credited service, regardless of age;~~
- ~~ii. The vesting period shall be seven years of credited service;~~
- ~~iii. Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of two and one-half percentage of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;~~
- ~~iv. Average final compensation shall be based on the member's highest 104 consecutive bi-weekly pay periods of credited service;~~
- ~~v. Compensation shall include only the member's base pay, which includes longevity Longevity pay, and certification pay, but no other payments shall be included;~~
- ~~vi. Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;~~
- ~~vii. A member who separates from City employment prior to attaining normal retirement date after having completed at least seven years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 60 based on the benefit formula in effect on the date of separation from City employment and years of credited service and average final compensation on that date;~~
- ~~viii. The member shall not be eligible to participate in the Deferred Retirement Option Program ("DROP") plan or the planned retirement benefit;~~
- ~~ix. The member shall not be eligible for a COLA;~~
- ~~x. The parties expressly agree that only the pension-related benefits specifically described above will be restored to Group Two Restored Members. No other benefit, including wages or any other benefit that may have been reduced or eliminated at the time of the 2010 and 2011 declarations of financial urgency, will be restored;~~

- ~~xi. An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting;~~
- ~~d. The employee contribution rate for Group One restored Members and Group Two Restored Members is nine percent. Upon entry into the DROP plan, Group One Restored Members shall cease making employee contributions. Upon entry into the planned retirement benefit, Group One members shall continue to contribute the employee contribution rate until termination of employment.~~
- ~~e. Group Three Members shall receive retirement benefits as follows:~~
 - ~~i. The normal retirement dates shall be age 62 or older with 25 years of credited service; age 65 or older with seven years of credited service; or 30 years of credited service, regardless of age;~~
 - ~~ii. The vesting period shall be seven years of credited service;~~
 - ~~iii. Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of two and one-half percentage of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;~~
 - ~~iv. Average final compensation shall be based on the member's highest 130 consecutive bi-weekly pay periods of credited service;~~
 - ~~v. Compensation shall include only the member's base pay, which includes longevity Longevity pay, and certification pay, but no other payments shall be included;~~
 - ~~vi. Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;~~
 - ~~vii. A member who separates from City employment prior to attaining normal retirement date after having completed at least seven years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 65 based on the benefit formula in effect on the date of separation from City employment and years of credited service and average final compensation on that date;~~
 - ~~viii. The member shall not be eligible to participate in the DROP plan or the planned retirement benefit.;~~

- ~~ix. The member shall not be eligible for a COLA;~~
- ~~x. The employee contribution rate will continue to be eight percent;~~
- ~~xi. An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting;~~
- ~~xii. 11.2. An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting;~~
- ~~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/>. Notwithstanding anything to the contrary contained in City Code Chapter 33, Section 33.025, any City employee who is a contributing member of this plan may purchase credited service under the plan for each period of prior or current City employment in a full-time position during which the employee was not a member of a contributory, defined benefit retirement plan of the City. Such member may enter into an agreement at any time prior to separation from City employment to purchase such credited service by paying a contribution of eight percent of the compensation received during the period of prior employment, plus a buy-back fee of four percent of the total contribution amount. If the total contribution amount and buy-back fee is not fully paid by the time the member leaves City employment, and additional six and one-half percent fee will be charged on the unpaid balance remaining when the member separates from City employment. Payments for the purchase of credited service must be made using any one or a combination of the following options:~~
 - ~~a. Cash lump sum payment;~~
 - ~~b. Direct transfer or rollover of an eligible rollover distribution from a qualified plan;~~
 - ~~c. Time payment plan. Under this option, the member may elect to pay any remaining balance due for the purchase of credited service through a time payment plan approved by the City and the employee. Under such plan, bi-weekly payments~~

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~~shall be deducted from the member's compensation, and if there is any remaining balance due upon separation from City employment, monthly payments shall be deducted from the member's monthly pension benefit until the remaining balance is fully paid, provided that the deduction shall not exceed 20% of the member's gross monthly pension benefit.~~

~~11.4. The parties agree that if the City proposes to re-employ a retiree age 62 or older pursuant to Section 33.025(11) of the Code of Ordinances, and the re-employed retiree would perform duties and responsibilities that are generally performed by one or more employees covered by a collective bargaining agreement for any of the bargaining units represented by the Union, prior to re-employing such retiree, the City shall notify the Union of such intent in writing. The Union shall provide its written response to each employment case on an individual basis, within 10 days (excluding Saturdays, Sundays, and holidays) from receipt of such City notification. Provided the Union does not object to an individual reemployment decision, the City may re-employ the specific retiree for a period not to exceed 90 days. If the Union timely objects, the City shall not proceed with the proposed reemployment. Upon mutual agreement, the initial 90-day period may be extended one-time for up to another 90 days.~~

~~11.5. The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to the CBA or the Pension Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive, whether resulting from an award by a tribunal or through settlement of any matter related to such changes. The Union also agrees to withdraw with prejudice immediately all grievances related to such changes.~~

~~11.6. Miscellaneous.~~

~~a. Employees who have retired from the General Employees' Pension shall not be eligible for another pension from this fund. The above provisions are in conjunction with the April 26, 1997, Letter of Understanding contained in the previous (October 1, 1996, through September 30, 1999) CBA and shall be effective July 1, 1999.~~

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- ~~b. Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless of if that spouse remarries.~~
- ~~c. The actuarial assumption rate shall not be changed without the approval of the City.~~
- ~~11.7. Employees who were hired prior to July 15, 2009, who enter the DROP on or after May 1, 2007, shall be considered as retirees and the following provisions shall apply to DROP participants:~~
 - ~~a. DROP payments shall earn interest at the net investment earnings.~~
 - ~~b. DROP participants shall be eligible for promotion.~~
 - ~~c. DROP participants must sign an irrevocable decision on or before entering the DROP to separate from the City at the conclusion of their DROP participation.~~
 - ~~d. DROP participants are eligible to participate in the City's Sick Leave Pool, but only if they have a minimum accumulation of 96 hours of sick and/or vacation leave.~~
 - ~~e. All other provisions of the contract shall apply, except as otherwise stated in this Agreement.~~
- ~~11.8. The parties agree to meet on a quarterly basis during the term of this Agreement to explore different options so that the costs associated with the General Employees' Pension Plan and the pension plans' unfunded liability may be reduced. Present at these meetings shall be four bargaining unit employees representing all three bargaining units represented by the Union (i.e., general, professional and supervisory) who shall be appointed by the Union and four management representatives selected by the City Manager. The parties shall meet upon the request of either party, or at other specified times mutually agreed upon. The time spent by Union employees during these meetings shall not count as Union Business for purposes of Article 5.~~

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ARTICLE 12 – 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 ~~13-12~~ - LAYOFF AND RECALL

- 13.1. Seniority lists shall be established for each class title affected by a lay-off or abolishment of positions. All regular ~~employee~~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, ~~employee~~Employees shall be laid off in inverse order of seniority, i.e., junior ~~employee~~Employees first.
- 13.2. An ~~employee~~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~~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, ~~employee~~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.
- 13.3. In the event of a lay-off, the City will make every effort to give as much notice as possible. In no event will ~~employee~~Employees receive less than 60 days' notice of lay-off, or in lieu of notice, 60 days' pay at the ~~employee~~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 ~~employee~~Employees.
- 13.4. ~~Employee~~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~~Employee was laid-off; and second, in any position for which the ~~employee~~Employee is reasonably qualified and possesses citywide seniority. Laid-off ~~employee~~Employees shall have the first right to recall for vacancies in the class title from which they were laid-off.
- 13.5. Any ~~employee~~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~~Employee is reasonably qualified. If there is more than one position available, the ~~employee~~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~~Employee shall have no further right to recall to a class title with a lower pay grade.

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

13.7. ~~Employee~~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~~Employee's pay shall be lowered to the pay grade level applicable to the ~~employee~~Employee's years of service for that lower paid class title.

13.8. If the recalled ~~employee~~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.

13.9. In the event an ~~employee~~Employee is not rehired or recalled within 24 months following the date of his/her layoff, the City's obligation to recall that ~~employee~~Employee shall cease, and his/her name shall be removed from the recall list.

13.10. 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~~Employee previously held and the name of the Department, Division or Office in which the ~~employee~~Employee worked on the date of the lay-off.

13.11. Those ~~employee~~Employees who are afforded Veteran's Preference rights pursuant to Section 295.07 (1) (a-d), Florida Statutes, ("qualified ~~employee~~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 ~~employee~~Employees who have been employed by the City of Hollywood for five years or less.

CBA Between the CITY OF HOLLYWOOD and AFSCME Professional Local 2432 10/1/~~22-25~~ – 9/30/~~25~~²⁸

- b. Six months of City Service time ("Citywide seniority") shall be added to the City-wide seniority of qualified ~~employee~~Employees who have been employed by the City of Hollywood for more than five years.

ARTICLE 14-13 - SICK LEAVE

- 14.1. ~~Employee~~Employees shall accrue up to eight hours of ~~sick-leave~~Sick Leave for each month worked, pro-rated based upon paid hours worked each pay period. ~~Sick leave~~Sick Leave shall be allowed to accrue without limit. ~~Employee~~Employees covered by this Agreement and serving a probationary period of employment may use accrued ~~sick-leave~~Sick Leave in the same manner as permanent ~~employee~~Employees.
- 14.2. Notification shall be made by the ~~employee~~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~~Employee is hospitalized, or under care.
- 14.3. Alternative uses of ~~sick-leave~~Sick Leave, for reasons other than illness, are as follows:
- If an ~~employee~~Employee has accumulated 300 hours of ~~sick-leave~~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~~Sick Leave to ~~vacation leave~~Vacation Leave. Requests to convert the next 40 hours of ~~sick-leave~~Sick Leave to ~~vacation leave~~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~~Vacation Leave shall revert back to ~~sick-leave~~Sick Leave.
 - An ~~employee~~Employee shall have the option of converting a maximum of 40 hours of accrued ~~sick-leave~~Sick Leave to ~~personal leave~~Personal Leave per fiscal year, provided the ~~employee~~Employee will have at least 96 hours of accrued ~~sick-leave~~Sick Leave after this conversion.
 - 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~~Employee's supervisor.
 - In order to qualify for Personal Leave ~~pay~~, ~~employee~~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

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will not be arbitrarily or capriciously withheld. The minimum 48-hour notification requirement may be waived by the ~~employee~~Employee's supervisor in the event of an emergency. The ~~employee~~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 ~~employee~~Employees may participate in the City's ~~Sick Leave~~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~~Vacation Leave. This program entitles eligible ~~employee~~Employees to participate in extended ~~sick-leave~~Sick Leave benefits for cases involving non-work related catastrophic or long-term illnesses or injuries.

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

14.5. Sick Leave Accrual.

- a. For all sick hours accrued and not used after October 1, 1994, for the ~~employee~~Employees mentioned in Section 4 of this Article and all other ~~employee~~Employees who separate from employment for any reason shall receive a payment equal to the product of unused ~~sick-leave~~Sick Leave (since October 1, 1994), the ~~employee~~Employee's final ~~adjusted base rate of pay~~Adjusted Base Rate of Pay 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 ~~employee~~Employee who had already accrued more than 1,200 hours of ~~sick leave~~Sick Leave on March 5, 2014 (whose ~~sick leave~~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~~Sick Leave hours that shall be eligible for payout at the ~~employee~~Employee's final ~~adjusted base rate~~Adjusted Base Rate ~~of pay~~of Pay plus Enhancements using the percentages set forth above not to exceed 1,200 hours (e.g., an ~~employee~~Employee with 20 or more years of service with 1,200 (or more) hours of ~~sick leave~~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%

- 14.6. Upon the death of an ~~employee~~Employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the ~~employee~~Employee's beneficiary. If a beneficiary was not designated, then the payment shall be paid to the ~~employee~~Employee's estate.
- 14.7. The purpose of paid Sick Leave is to provide protection against the loss of wages by an ~~employee~~Employee for the necessary absence from duty on a scheduled workday due to illness suffered by the ~~employee~~Employee or illness in the

~~employee~~Employee's immediate family that necessitates the ~~employee~~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.

~~Employee~~Employees absent from duty for a period of three or more consecutive working days due to illness or injury ~~may~~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 ~~employee~~Employees whom a Department Head has identified as abusing ~~sick leave~~Sick Leave may be required to submit physician statements on a more frequent basis.

Any ~~employee~~Employee who abuses sick pay benefits ~~herein set forth 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. ~~For purposes of this section, Employees~~ abusing sick leave benefits ~~shall be defined as having incurred more than six-five occurrences involving the use of Sick Leave~~ 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~~Employee's inability to perform work during the absences and may be sent to the attention of the Director of Human Resources.

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ARTICLE ~~15-14~~ - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

An ~~employee~~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.

In the event a ~~full-time~~Full-Time ~~employee~~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~~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~~Employee's workers' compensation injury/illness, provided the ~~employee~~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~~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.

Eligibility for the Supplemental Compensation provided to those ~~employee~~Employees in workers' compensation status under this Article shall never exceed the maximum of 26 weeks from the date of the ~~employee~~Employee's workers' compensation injury or illness, unless the eligible ~~employee~~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~~Employee's workers' compensation injury or illness.

An ~~employee~~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~~Employee's workers' compensation injury or illness.

ARTICLE ~~16-15~~ - GRIEVANCE PROCEDURE AND ARBITRATION

16.1. 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 ~~of challenging disciplinary action issued to a non-union bargaining unit~~ member. Any ~~employee~~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~~Employee(s), with a copy to the Union including dates of any hearings. ~~Additionally, with the exception of 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.

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- 16.2. Any grievance defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement, shall systematically follow the steps outlined below as the Grievance Procedure. Any grievance filed shall refer to the article(s) of this Agreement alleged to have been violated, ~~and~~ shall set forth the facts pertaining to the alleged violation or violations and shall include the corrective action or actions requested by the aggrieved party. A grievance must be communicated in writing to the employer by the Union within fourteen (14) calendar days from the events giving rise to the grievance or ~~as soon as~~fourteen (14) days from the date a ~~might~~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~~signed by the Union representative. The Department ~~Head-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 ~~Head-Director~~ shall, within seven (7) calendar days conduct a meeting between himself/herself, the aggrieved ~~employee~~Employee(s) and the Union representative. The Department ~~Head-Director~~ shall ~~give provide the decision to~~ the Union in writing, with a written decision concerning the grievance with a copy sent to the aggrieved ~~employee~~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~~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~~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

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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.

16.3. ~~R~~ules for Grievances and Arbitration processing:

- a. The grievance shall be submitted on an Official Grievance form. Attachments may be added, if needed.
- b. Time limits at any step in the grievance process may be extended only by mutual written consent of the parties involved at that step.
- c. A grievance not advanced to the higher step ~~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.
- d. ~~Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in the case of notice to the Union by date stamping and depositing in the Union mailbox in the Office of Human Resources. Hand deliveries will be documented by a date-stamped photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances deposited in the Union mailbox 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

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~~receipt picked up by the Union, as indicated by date stamp, with a copy to the City. The clock will start the day after delivery or pick up.~~

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- e. 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.

- f. 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.

- ~~f.g.~~ 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.

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

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

- i. The City shall furnish the Union with copies of grievances filed by ~~non-Union members~~Individual employees as soon as practicable but in no event less than two days prior to the initial meeting of the grievance procedure.
- j. Grievances shall be settled as expeditiously as possible.

ARTICLE ~~17-16~~ - BEREAVEMENT LEAVE

In the event of death in the immediate family, an ~~Employee~~Employee shall be granted up to 40 hours of leave with pay. Said leave is not to be charged to accrued ~~sick leave~~Sick Leave, ~~vacation 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~~Employee's household or for persons who at any time prior to their death were legal dependents of the ~~employee~~Employee. Proof of relationship and/or legal dependency may be required.

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ARTICLE ~~18-17~~ - PROBATIONARY PERIOD

18.1. Any new ~~employee~~Employee shall be regarded as a probationary ~~employee~~Employee for the first 12 months (365 days). During such period such ~~employee~~Employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. No such probationary ~~employee~~Employee will be entitled to access the grievance procedure.

18.2. Regular ~~part-time~~Part-Time ~~employee~~Employees shall be evaluated after completion of the original probationary period of 12 months from date of hire.

~~18.3.~~ EmployeeEmployees 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~~Employee's performance shall be evaluated to determine if the ~~employee~~Employee is "unsatisfactory" or "satisfactory." "Unsatisfactory" ~~employee~~Employees shall be returned to their previous position or classification, whichever is first available. "Satisfactory" ~~employee~~Employees will continue on in their new position with a regular appointment.

~~18.3.~~18.4. 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.

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ARTICLE 19-18 - DRUG FREE WORKPLACE

19.1 The City and the Union continue to support the concept of a drug and alcohol-free work environment for all City ~~employee~~Employees and to this end, the City and the Union agree that all ~~employee~~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.

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~~19.1. sub-section, (P) "Chemical Intoxication," that are in effect as of January 1, 1997, revised June 1, 2004, which states as follows:~~

19.2. CHEMICAL INTOXICATION

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

~~19.3.~~ 19.2 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 benefits~~ and are thereafter re-hired by the City within one year of their retirement/separation date.

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| CBA Between the CITY OF HOLLYWOOD and AFSCME Professional Local 2432 10/1/~~22-25~~ – 9/30/~~25~~28

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ARTICLE ~~20-19~~ - HEALTH AND WELLNESS PLAN

20.1. The City shall provide group health coverage for regular, ~~full-time~~^{Full-Time} ~~employee~~^{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 ~~employee~~^{Employees} electing single or dependent coverage on the OAP plan and the ~~employee~~^{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 ~~employee~~^{Employees} electing single coverage. For ~~employee~~^{Employees} adding dependents, the City will continue to contribute 90% toward the cost of the premium and the ~~employee~~^{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.

20.2. Health Reimbursement Account.

- a. The City shall provide a Health Reimbursement Account ("HRA") for each ~~employee~~^{Employee}, with the following amounts made available to each ~~employee~~^{Employee} each calendar year thereafter, which will be based on the number of dependents the ~~employee~~^{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. Beginning January 1, 2024, the HRA funding for the following calendar year (January 1, 2025) will be~~ contingent upon the ~~employee~~^{Employee} completing a ~~physical-Biometric Screening~~ at the City's ~~Employee~~^{Employee} Health ~~Clinic Center~~(EHC). The goal of the ~~2024~~-City of Hollywood Wellness program is to ~~foster knowledge where employees "know their numbers," to help~~ ~~employee~~^{Employees} be

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~~healthier,~~ better healthcare consumers and reward ~~employee~~Employees for being ~~engaged in their health,~~ active, healthy and completing annual preventive exams. ~~We will~~The City encourages this by offering the HRA incentives for ~~employee~~Employees to ~~who~~ complete their ~~biometric-Biometric screening-Screening~~ at the City's Employee Health Clinic (EHC), along with a provider follow-up to review. ~~The incentives are \$400 for single coverage; \$600 for single plus one dependent; and \$1,000 for single plus two or more dependents towards employees' HRA for the 2025 calendar year that are currently given to employees without any required targets.~~ This program will be voluntary and offered to all active ~~employee~~Employees enrolled in the City's medical plan. The ~~biometric-Biometric screening-Screening~~ must be completed in ~~2024-one calendar year~~ in order to receive the HRA incentive in ~~2025for the following calendar year~~. All new hires ~~in the 2025 calendar year~~ will have the ability to earn the incentive after they complete their initial waiting period. ~~The requirements of this section are contingent upon the City opening the EHC on or before July 1, 2024, and may be revised or removed if unanticipated delays in construction or commencement of EHC services occur, which renders Bargaining Unit member performance under this section impractical, illogical, or unconscionable.~~

c. ~~"Biometric Screening" is defined as an evaluation of Weight Measurement/BMI, Height, Weight, Blood Pressure, Cholesterol, and Blood Sugar/Glucose.~~

b. ~~d.~~ ~~Employee~~Employees who are not covered by City health insurance shall have access only to the single coverage amount in an HRA.

e. ~~e.~~ The annual amount shall be available on a "use it or lose it" basis to use for IRS approved unreimbursed medical expenses, with unused amounts being returned to the health fund for use in funding HRA accounts the next year. The HRAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations. ~~The City also agrees that if the HRA program for employees covered by the IAFF/Fire or PBA/Police bargaining unit agreements is changed to allow the unused annual amounts to "carry over" from year to year, then the City shall make that same change to the HRA program for AFSCME bargaining employees.~~

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~~20.3.~~ 20.3 In addition, group dental will be at a total cost not to exceed \$19.00 per ~~employeeEmployee~~ per month. Any premium requirements in excess of \$19.00 per ~~employeeEmployee~~ per month will be borne by the participating ~~employeeEmployee~~.

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20.4. Health Insurance Coverage.

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a. Professional ~~employeeEmployees~~ hired prior to July 15, 2009, who retire from ~~active-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 ~~credited~~ years of ~~Full-Time City~~ service in the Pension Plan and are age 55 or older or have 25 years of ~~credited-Full-Time City~~ service regardless of age, will have the option of continuing under the City's health insurance plan.

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i. ~~EmployeeEmployees~~ hired prior to March 6, 2007, shall have their individual and dependent health premiums paid by the City.

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

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

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

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c. ~~EmployeeEmployees~~ hired on or after July 15, 2009, but prior to April 6, 2016, who retire from ~~active-Full-Time City~~ service with the City with 10 or more years of ~~credited-Full-Time City~~ service in the ~~Defined Benefit or Hybrid Pension~~ Plan and have reached normal retirement ~~date~~ 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, the Pension~~

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~~Plan,~~ have the option of continuing under the City's health insurance plan. They will contribute at the same rate as if they were an active ~~employee~~Employee for single coverage and they will contribute 100% of the premium equivalent for dependents. Additionally, such ~~employee~~Employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.

d. All ~~employee~~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.

e. Employees who are employed by the City on December 31, 2025 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,

f. Employees who are employed by the City on December 31, 2025 who elect to participate in the Defined Contribution Plan and are not vested in the Defined Benefit Plan and employees hired on or after January 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

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the option of continuing under the City's health insurance plan. However, they shall be responsible for the entire premium.

g. 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 the health, and dental coverage provided the surviving spouse pays the designated premium for such coverage.

d. Dental and/or vision coverage may be continued upon retirement for the retiree and eligible dependents, provided the full designated premium is paid.

e.h. Professional ~~employee~~Employees who retire with a duty related or non-duty related disability also have the option of continuing under the City's health insurance. ~~Employee~~Employees receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Only ~~employee~~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.

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

20.5. Professional ~~employee~~Employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City. ~~Employee~~Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active ~~employee~~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.

20.6. Professional ~~employee~~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~~Employee may utilize accrued sick and ~~vacation leave~~Vacation

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Leave. Upon entering the program, the ~~employee~~Employee may continue to use sick and ~~vacation leave~~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.

20.7. Each ~~employee~~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.

20.8. The City cares about the well-being of all ~~employee~~Employees on and off the job and provides a comprehensive ~~Employee~~Employee Assistance Program ("EAP"). An EAP offers covered ~~employee~~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~~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.

20.9. A health insurance committee may be formed to study, review and monitor alternative health insurance plans that deliver health services to ~~employee~~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 ~~employee~~Employees. The represented members of this committee shall be appointed by the Union. Further, it is agreed that the time spent by Union ~~employee~~Employees during these meetings shall not count as Union Business for purposes of Article five.

~~20.10, 16.1.~~ In recognition of the importance for mental health well-being, the City shall offer ~~employee~~Employees two paid workdays (either 8- or 10-hour days) on a use-it-or-lose-it basis to promote well-being and wellness ~~beginning January 1, 2023,~~ following the normal and customary ~~time off~~Sick Leave procedures. These paid

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CBA Between the CITY OF HOLLYWOOD and AFSCME Professional Local 2432 10/1/~~22-25~~ – 9/30/~~25~~²⁸

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 ~~21-20~~ – FAMILY AND MEDICAL LEAVE ACT / SPECIAL LEAVE /
LEAVE OF ABSENCE

21.1. Family and Medical Leave Act (FMLA).

- a. An ~~employee~~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~~Employee;
 - ii. placement with the ~~employee~~Employee of a child for adoption or foster care;
 - iii. care for an ~~employee~~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~~Employee unable to perform the functions of the ~~employee~~Employee's job;
 - v. exigency related to active-duty military service by the ~~employee~~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~~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~~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~~Employee is not entitled to accrue leave during any period of unpaid leave.

- ii. ~~Employee~~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~~Employee must provide medical certification within 15 days of the date requested. The ~~employee~~Employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The ~~employee~~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~~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~~Employee not been on leave. In such circumstances, the ~~employee~~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~~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~~Employee had been actively employed during the leave period. However, if any part of the leave is unpaid, the ~~employee~~Employee must make

payment arrangements for the benefit contributions that are normally deducted from their paycheck.

- vi. An ~~employee~~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~~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. ~~Employee~~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~~Employee is physically unable to return to work.

21.1. Special Leave.

- a. An ~~employee~~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~~Employee shall present a letter from his/her physician stating that the ~~employee~~Employee is fit to return to full, unrestricted duty.
- b. This leave is available for an FMLA qualifying event, once the ~~employee~~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.

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- c. An ~~employee~~Employee requesting Special Leave is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. ~~Employee~~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~~Employee's expense as stated in Section 1(c)(iii), above) while on any unpaid leave.
- d. An ~~employee~~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~~Employee's probationary period shall be suspended at that point. Upon the ~~employee~~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.

21.2. 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~~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~~Employee may be allowed to use accrued paid leave while on a leave of absence.

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

ARTICLE 22-21 - HOLIDAYS

22.1. 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

~~All Floating holidays described in this article shall not be taken more than one week prior to the actual holiday and must be utilized within 365 calendar days following the day it is accrued.~~

22.2. If any of the above holidays falls on a Friday, Saturday, or Monday and the Friday, Saturday or Monday is an ~~Employee~~~~Employee~~'s normal day off, the ~~employee~~~~Employee~~ will receive a floating holiday for each holiday which falls on a Friday, Saturday, or Monday for which the ~~Employee~~~~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~~~~Employee~~ with the consent of the ~~Employee~~~~Employee~~'s supervisor, provided the ~~Employee~~~~Employee~~ shall not receive the floating holiday more than one week prior to the actual holiday.

22.3. ~~Floating Holidays are not paid out upon separation of employment.~~

~~22.2.~~

22.4. Without regard to whether an ~~Employee~~~~Employee~~ is regularly scheduled to work four or five consecutive shifts in a workweek, if any of the above holidays fall on a

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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.

22.5 Notwithstanding any of the preceding language, to the extent that the normal workweek schedule for ~~Employee~~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 ~~Employee~~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 ~~employee~~Employees.

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~~22.3.~~ 22.6 All ~~Employee~~Employees whose work week is comprised of four consecutive 10-hour days will receive 10 hours pay for the holiday.

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ARTICLE ~~23-22~~ - JURY DUTY AND SUBPOENAS

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

ARTICLE 24-23 - VACATIONS

24.1. Professional ~~employee~~Employees shall be provided with 200 hours of ~~vacation~~
~~leave~~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). ~~Employee~~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~~Employee's rate of pay when the vacation time was earned. Vacation pay
shall be computed by using the ~~employee~~Employee's ~~adjusted base rate~~Adjusted -of
~~pay~~Base Rate of Pay plus Enhancements as of the first day of vacation.

24.2. ~~Vacation leave~~Vacation Leave shall be granted/denied within 48 hours from the
~~employee~~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.

~~24.2.~~ 24.2.

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ARTICLE ~~25-24~~ - SENIORITY

25.1. Definition

- a. Seniority as used herein is defined as the right accruing to ~~employee~~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~~Full-Time ~~employee~~Employee with the City beginning with the date of hire.
- b. Original probationary ~~employee~~Employees shall have no seniority rights. However, upon completion of an ~~employee~~Employee's probation, he/she shall be given seniority credit from his/her date of hire.
- c. An ~~employee~~Employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an ~~employee~~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. ~~Employee~~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.

25.2. Use of Seniority: Seniority will be used as provided in Article 13, Lay-Off and Recall, and Article 24, Vacations.

25.3. All ~~employee~~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 ~~employee~~Employees. These City of Hollywood service points shall be separate from any veteran's points due to ~~employee~~Employees. In order to utilize service points, ~~employee~~Employees must first obtain a passing grade. By "exam" it shall be defined as the process and procedures utilized to evaluate and compile vacancy eligibility lists.

ARTICLE ~~26-25~~ - PROMOTIONS

- 26.1. Professional ~~employee~~Employees may compete through the Civil Service examination process for other Professional Bargaining Unit positions. A Professional ~~employee~~Employee chosen to fill a Professional vacancy (in a higher pay grade) shall receive a 10% increase in the ~~employee~~Employee's ~~base rate of pay~~Base Rate of Pay or the minimum of the pay grade for that new position, whichever is greater.
- 26.2. The City will apply all service points to this promotional process as described in Section 3 of Article 25 (Seniority).

ARTICLE 27-26 - EDUCATIONAL REIMBURSEMENT PROGRAM

- 27.1. To assist ~~full-time~~Full-Time ~~employee~~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 ~~employee~~Employees certain terms and conditions as follows:
- a. To be eligible to participate in the Educational Reimbursement Program, a newly hired ~~employee~~Employee must have achieved permanent status by successfully completing the probationary period.
 - b. ~~Employee~~Employees must receive "satisfactory" or better ~~Employee~~Employee Performance Evaluations prior to the beginning of the course work.
 - c. ~~Employee~~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. ~~Employee~~Employees shall be limited each fiscal year to a maximum total of \$3,000 annually for tuition reimbursement costs.
 - e. ~~Employee~~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.
- 27.2. ~~Employee~~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. ~~Employee~~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~~Employee may be attending a private educational institution.
- e. When an ~~employee~~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. ~~Employee~~Employees receiving aid or who have scholarship as well as ~~employee~~Employees qualifying for benefits under State or Federal programs are eligible for reimbursement under this policy. However, financial assistance from other sources will offset any reimbursements payable by the City.

ARTICLE ~~28-27~~ - VOLUNTARY DEMOTIONS

28.1. Any Professional ~~employee~~Employee ~~holding permanent status within the classified system~~ may voluntarily request a demotion to a lower paid position without having to take the usual examination for appointment to the lower paid position~~;~~ 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~~Employee Bargaining Unit positions governed under Civil Service.

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28.2. Prerequisites for such voluntary demotion:

- a. The ~~employee~~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 ~~employee~~Employees;
- b. The ~~employee~~Employee must meet the minimum requirements for the lower paid position; determination as to whether or not ~~employee~~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~~Employee holding such lower position may be involuntarily bumped out of that position for the purpose of providing room for the voluntary demoting ~~employee~~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~~Employee;
- e. If the ~~employee~~Employee has not served a probationary period in the position the ~~employee~~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

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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.

28.3. The voluntarily demoting ~~employee~~Employee will retain ~~such seniority 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.

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28.4. As indicated in Sec. 2(a) above, the voluntarily demoting ~~employee~~Employee may not proceed to any higher paid position (including the classification from which demoted) unless such ~~employee~~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.

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

ARTICLE 29-28 - OFFICIAL DUTY USE OF PERSONAL VEHICLE

- 29.1. Whenever an ~~employee~~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~~Employee will be compensated at the rate determined by State Statute (F.S. 112.061) or Internal Revenue Service Regulations, whichever is greater.
- 29.2. An ~~employee~~Employee shall not be required to use his/her own vehicle without his/her consent in the performance of his/her official City duties.
- 29.3. Whenever an ~~employee~~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~~Employee's vehicle shall be protected by the City's motor vehicle insurance plan.
- 29.4. An ~~employee~~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.
- 29.5. All ~~employee~~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 ~~Driver~~” 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. that was in effect on December 5, 2015 (Appendix VIII).

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ARTICLE ~~30-29~~ – PERFORMANCE REVIEW SYSTEM

- 30.1. 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. ~~The definition of competencies can be found in Appendix VII.~~
- 30.2. There will be no merit pay increase for the duration of this Agreement.
- 30.3. The parties recognize that a performance review system is an orderly procedure that provides an ~~employee~~Employee appropriate performance feedback. Therefore, a performance review may be conducted at any time during an ~~employee~~Employee's employment. All ~~full-time~~Full-Time and regularly scheduled ~~part-time~~Part-Time ~~employee~~Employees shall be evaluated 12 months from the completion of the ~~Employee~~Employee's Original Probation Period, and annually thereafter. ~~Employee~~Employees who receive a promotion shall be evaluated at the end of their six-month promotional probationary period and 12 months annually thereafter.

ARTICLE ~~31-30~~ - CLASSIFICATION EVALUATION AND REVISION

- 31.1. 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 ~~employee~~Employees occupying the position, the City may change the job description without impact bargaining. All other changes to a position description must be bargained with the Union. Disputes shall be resolved under the grievance and arbitration procedure set forth in Article 16. The terms "job description," and other similar phrases are all synonymous with the term "position description." If the Union does not agree that the salary is appropriate after the position is filled, the matter will be subject to the grievance procedure as outlined in Section 3 of this Article.
- 31.2. 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~~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~~Employee or the elimination of a bargaining unit position,

if occupied, the new position shall not be implemented without the consent of the Union.

- 31.3. 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 the compensation subject to the right of the Union to request interest arbitration utilizing the arbitration article of this agreement to select an arbitrator. The criteria which the arbitrator must utilize to determine compensation are the criteria contained in Chapter 447, Florida Statutes and the PERC Rules governing special masters and contractual impasses. The arbitrator's determination must be within the ranges of the existing pay plan of the appropriate compensation and shall be final and binding subject to Section 682, Florida Statutes.
- 31.4. A request to study an individual position may be initiated by an ~~employee~~Employee, if the ~~employee~~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~~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.
- 31.5. 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~~Employee's existing classification, title and/or position description to another existing classification, title and/or position description. Such request shall first be discussed with the concerned ~~employee~~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.

- 31.6. For requests as outlined in Sections 4 or 5 of this Article, the Office of Human Resources shall report its findings and recommendations to the City Manager. Copies of the findings and recommendations shall also be sent to the Department/ Office Director and the ~~employee~~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~~Employee.

ARTICLE ~~32-31~~ - CLOTHING

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

ARTICLE 33-32 – ASSIGNMENT PAY

33.1. Due to vacation, sick, or workload requirements Professional ~~Employee~~~~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 ~~more than~~at least one full shift when the assigned ~~employee~~~~Employee~~ is working for a ~~full-time~~Full-Time ~~employee~~~~Employee~~ in a higher classification. If, however, the assigned ~~employee~~~~Employee~~ is working for a ~~part-time~~Part-Time ~~employee~~~~Employee~~ of a higher classification then the assignment pay shall apply only to time periods of ~~four hours or more~~at least one half of the assigned Employee's shift. If an ~~employee~~~~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~~~~Employee~~ assumes the higher classification. Beach Safety ~~employee~~~~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.

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33.2. Assignment pay shall be limited to 180 days. Extensions to this time frame will require the mutual agreement between the City and the Union.

33.3. 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~~~~Employee~~'s ~~adjusted base rate~~Adjusted -of payBase Rate of Pay plus Enhancements, and a 5% increase in the ~~adjusted base rate~~Adjusted Base -of payRate 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~~~~Employee~~'s ~~adjusted base rate~~Adjusted -of payBase Rate of Pay plus Enhancements, and a 10% increase in the ~~adjusted base rate~~Adjusted -of payBase Rate of Pay.

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33.4 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.

ii.

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ARTICLE ~~34-33~~ – REGULARLY SCHEDULED ~~PART-TIME~~PART-TIME
EMPLOYEEEMPLOYEES

34.1. Regularly scheduled non-seasonal ~~part-time~~Part-Time ~~employee~~Employees shall enjoy rights in all Collective Bargaining Agreement articles except for the following:

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

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

- a. ~~Sick Leave~~Sick Leave: three quarters (75%) of the ~~sick leave~~Sick Leave accruals provided in Article 14.
- b. ~~Vacation Leave~~Vacation Leave: three quarters (75%) of the ~~vacation leave~~Vacation Leave accruals provided in Article 24.
- c. Holidays: Six hours per holiday as provided in Article 22.

- d. Wellness Leave – Twelve hours annually as provided in Article 20.
- e. Bereavement Leave: as provided in Article 17.
- 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 20 to ~~full-time~~Full-Time ~~employee~~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~~Employee's anniversary date of hire.
- i. Jury Duty: as provided in Article 23.
- j. Workers' Compensation/Supplemental Compensation: as provided in Article 15.

34.3. Regularly scheduled non-seasonal ~~part-time~~Part-Time ~~employee~~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~~Sick Leave: 50% of the ~~sick leave~~Sick Leave accruals provided in Article 14.
- b. ~~Vacation Leave~~Vacation Leave: 50% of the ~~vacation leave~~Vacation Leave accruals provided in Article 24.
- c. Holidays: Four hours per holiday as provided in Article 22.
- d. Wellness Leave: Eight hours annually as provided in Article 20.
- e. Bereavement Leave: as provided in Article 17.
- 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~~Employee's anniversary date of hire.

34.4. Health insurance and HRA eligibility has been established as follows:

- a. New ~~employee~~Employees who the City anticipates will work 30 or more hours shall be initially eligible for health insurance and HRA limits at the same time as regular ~~full-time~~Full-Time ~~employee~~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 ~~employee~~Employees who the City anticipates will work between 15 and 29 hours will have a 12-month look-back provision for health insurance eligibility. In other words, a newly hired ~~employee~~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 ~~employee~~Employees who the City anticipates will work less than 15 hours are not eligible for ~~part-time~~Part-Time benefits.

- 34.5. For determination as to whether newly hired ~~part-time~~Part-Time ~~employee~~Employees are eligible for placement into the non-medical benefits categories (i.e., ~~sick leave~~Sick Leave, ~~vacation leave~~Vacation Leave and holidays) set forth in Section 2 or Section 3 of this Article, the ~~employee~~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~~Employee is anticipated to work. Thereafter, the City shall monitor and re-evaluate each ~~part-time~~Part-Time ~~employee~~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~~Part-Time ~~employee~~Employee's work schedule, the ~~employee~~Employee's benefit levels will be changed only in the beginning of the first pay period on October 1st in each year.

- 34.6. A ~~part-time~~Part-Time ~~employee~~Employee who moves to a ~~full-time~~Full-Time position with the City shall retain their accrued leave balances and will not be paid out.

~~34.6.~~

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ARTICLE ~~12~~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, ~~2025~~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 _____, ~~2023~~2025.

WITNESSES:

	HOLLYWOOD, FLORIDA, CITY
	EMPLOYEEEMPLOYEES
As to Local 2432	LOCAL 2432, AMERICAN FEDERATION OF
	STATE, COUNTY AND MUNICIPAL
	EMPLOYEEEMPLOYEES (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: _____
~~Adam Reichbach~~Raelin Storey, Assistant
City Manager ~~— Finance/Administration~~

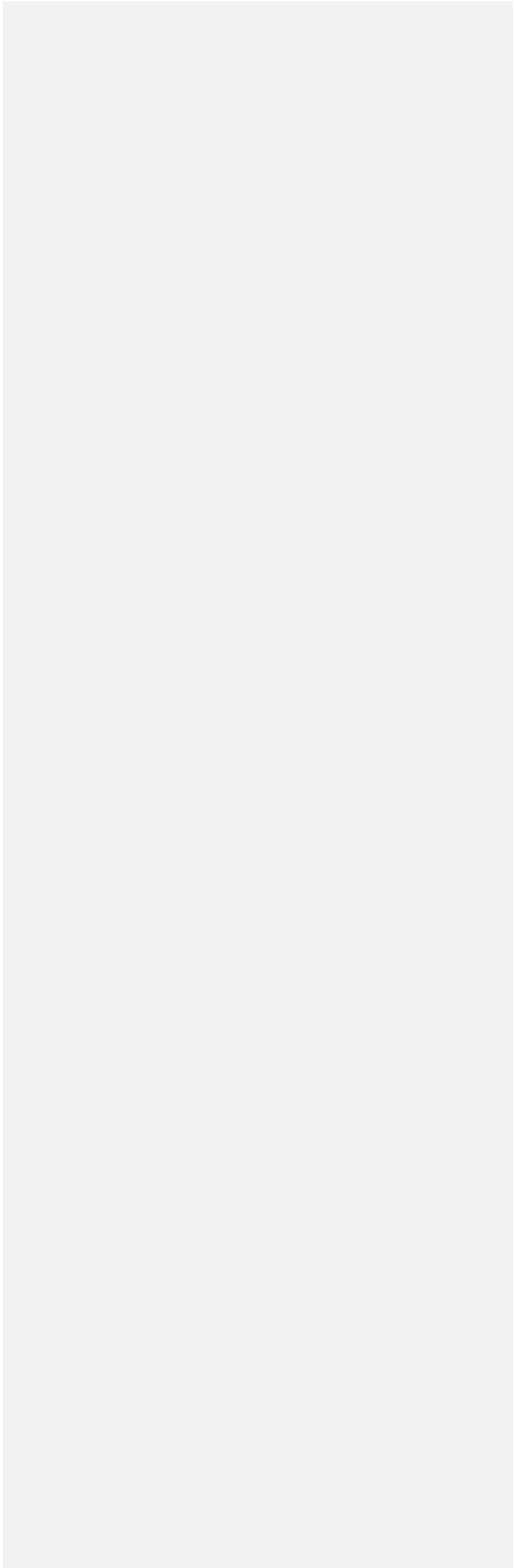
Approved: _____
~~David E. Keller~~Stephanie Tinsley, Finance
Director

APPROVED AS TO FORM:

~~Douglas R. Gonzales~~amaris Henlon, City Attorney

APPENDIX A: PERC CERTIFICATION 2000 and 2018

APPENDIX B: CLASSIFICATION TITLES & SALARY RANGES



APPENDIX C: SICK LEAVE~~SICK LEAVE-POOL POLICY~~

~~HR-060~~ ~~SICK LEAVE~~SICK LEAVE-POOL

~~REVISED DATE:~~ ~~OCTOBER 3, 2016~~

~~LAST REVISION:~~ ~~JANUARY 1, 2004~~

PURPOSE:

The purpose of this program is to establish a Sick Leave~~Sick Leave-Pool~~ from which participating employee~~Employees~~ may receive benefits in cases involving non-work related catastrophic or long-term illnesses or injuries. Catastrophic injury or illness is defined as a severe condition or combination of conditions affecting the mental or physical health of the employee~~Employee~~ which has resulted in a life-threatening condition and/or has had a major impact on life functions. Such life functions shall include, but are not limited to, the loss of physical senses, the loss of physiological processes or the loss of limb. This program is not intended to supplement or replace the short-term use of sick leave~~Sick Leave~~ benefits.

POLICY:

An eligible employee~~Employee~~ may voluntarily enroll in the sick leave~~Sick Leave~~ program. By enrolling, the eligible employee~~Employee~~ authorizes the City to deduct sick or vacation leave~~Vacation Leave~~ to be charged from his/her accrued leave balance and transferred to a Citywide Sick Leave~~Sick Leave-Pool~~ account. This transfer is not refundable to the participating employee~~Employee~~ account but entitles the employee~~Employee~~ to participate in certain extended sick leave~~Sick Leave~~ benefits. This benefit shall not conflict with personnel policies relative to the approval of sick leave~~Sick Leave~~ or in existing labor contracts.

There shall be a Sick Leave~~Sick Leave-Pool~~ Committee comprised of the Director, HR, one member of the Executive Board of AFSCME, Local 2432, one employee~~Employee~~ classified under the AFSCME Collective Bargaining Agreement, one member from a Management Classification and one member from the Non-Represented Pay Plan to administer the Sick Leave~~Sick Leave-Pool~~. One additional professional staff member of HR shall serve as an ex-officio member of the Committee and will represent the Director,

~~HR his/her absence. The role of the Committee shall be to coordinate the review and approval process of individuals receiving benefits from the Sick Leave~~Sick Leave Pool~~. The decision(s) of the Committee affecting all aspects of the program will be determined by my majority vote.~~

PROCEDURE:

- ~~1. Participation in the Sick Leave~~Sick Leave Pool ~~shall be voluntary. Regular full-time~~Full-Time ~~employee~~Employees ~~within the General and Supervisory Employee~~Employee ~~ranks (non-sworn Fire and Police personnel), including all Senior Executive, Executive, Management, Professional, Technical and Confidential employee~~Employees~~, may participate in the Sick Leave~~Sick Leave Pool ~~after completion of one year of employment with the City as determined by January 1st in the first year of the program and October 1st for every year thereafter in any given calendar year and provided that such employee~~Employee ~~has a minimum accumulation of 96 hours of sick and/or vacation leave~~Vacation Leave ~~prior to the transfer of any sick or vacation leave~~Vacation Leave ~~to the program.~~

~~A participating employee~~Employee ~~may be granted Leave from the Pool only after depletion of all personal accrued sick, vacation, and compensatory leave credits. Sick leave~~Sick Leave ~~withdrawn may only be used for non-work related catastrophic, long-term illnesses or injuries of the participating employee~~Employee~~. The participating employee~~Employee ~~may initially be eligible to receive up to 90 days of leave from the Sick Leave~~Sick Leave Pool Account~~. Requests for additional Leave from the Pool are subject to approval by the Committee. Employee~~Employees ~~are encouraged to submit request for hours before the hours are needed or as soon as possible.~~

- ~~2. Eligible participants must contribute eight hours of accrued sick or vacation leave~~Vacation Leave ~~to initially enroll in the Pool. If the Committee finds that an insufficient amount of Leave exists in the Pool, more specifically, if the accumulated amounts drop below 2000 hours, additional leave requests may be made from all participants. All leave contributed to the Pool shall be removed from the participating employee~~Employees' ~~leave accounts by the Payroll Office and~~

~~shall be placed into the Sick Leave~~Sick Leave Pool Account. Participating ~~employee~~Employees will be required to re-enroll on an annual basis to continue participation in the program. Once enrolled, the requested amount of accumulated sick leave~~Sick Leave~~ hours will be automatically deducted from the designated leave accounts of participating ~~employee~~Employees and credited to the Sick Leave~~Sick Leave~~ Pool Account. Use of the Sick Leave~~Sick Leave~~ Pool Account will be monitored by HR and the Payroll Division.

- ~~3. A participating employee~~Employee shall be allowed to "donate" to the pool up to eight hours of any unused or unpaid sick or vacation leave~~Vacation Leave~~ from his/her individual leave balances at the time of retirement or at the end of each leave year (September 30th). The 10 days of mandatory use of vacation leave~~Vacation Leave~~ by Senior Executive, Executive, Management, Technical, Confidential, and Professional ~~employee~~Employees may not be used toward the contribution of time for the Sick Leave~~Sick Leave~~ Pool.
- ~~4. Participation requests shall be made in writing to HR. Prior to authorizing the use of leave from the Pool, the Sick Leave~~Sick Leave Pool Committee shall require medical certification of the accident, illness, or injury for the individual in which the use of Pool Leave is requested and any other medical information concerning anticipated duration of the condition and outlook for recovery. HR will require a U.S. Department of Labor Certificate of Health Care Provider for ~~Employee~~Employee's Serious Health Condition completely filled out by the ~~employee~~Employee's attending health care provider to accompany the request for sick leave~~Sick Leave~~ pool hours. The official sick leave~~Sick Leave~~ record of the requesting ~~employee~~Employee may also be reviewed prior to any authorization of sick leave~~Sick Leave~~ pool benefits. Such review will be used to determine if an ~~employee~~Employee has abused his/her sick leave~~Sick Leave~~ prior to the request of leave from the Pool. All medical records and information shall remain confidential with the Sick Leave~~Sick Leave~~ Pool Committee.
- ~~5. A participating employee~~Employee who withdraws sick leave~~Sick Leave~~ hours from the Pool will not be required to replace those hours, except as a regular contributing member of the Pool.

~~6. Any Leave hours contributed to the Sick Leave Pool will be permanently forfeited to the pool and shall be used exclusively for the purpose of carrying out the Pool's objectives.~~

~~7. Any sick leave Sick Leave contributed to the Sick Leave Pool by a participating employee Employee shall be forfeited upon the employee Employee's cancellation of membership in the Pool, retirement, or termination from City employment.~~

~~Policy HR-071.1 "Unfunded Payroll Deductions" will apply to this type of leave.~~

CBA Between the CITY OF HOLLYWOOD and AFSCME Professional Local 2432 10/1/~~22-25~~ – 9/30/~~25~~28

APPENDIX D: HOLLYWOOD ORDINANCE: PENSIONS & RETIREMENT

~~City of Hollywood's Professional Employees' Pension Plan Chapter 33 of the City's Ordinance may be found here: Pension Ordinance~~