

Summary of AFSCME General CBA 2025-2028 Negotiations

The parties have tentatively agreed to a three-year Collective Bargaining Agreement (CBA) that will include the changes summarized below. Additionally, the parties agreed to other non-substantive clean up language changes throughout the CBA.

Article 7 (Management Rights)

- Added language that states that the City retains all management rights and authority granted by law to operate efficiently and direct its workforce. This includes decisions on services, equipment, facilities, subcontracting, staffing, hiring, discipline, scheduling, standards, policies, and procedures. These rights 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. Failure to exercise any right does not waive the City's authority to do so in the future.

Article 8 (Nullification of Payroll Dues Deductions)

- Modified the Article to include that Florida's SB 256 (2023) prohibits public employers from deducting civilian union dues from Employee paychecks. The Union must share its PERC renewal application for City Employees on the same day it is filed. The union may also request a detailed spreadsheet of all bargaining unit Employees, including contact and employment information.

Article 11 (Wages)

- In Section 11.3 - effective the first full pay period in October 2025, 2026, and 2027, the pay ranges will increase by 2% each year.
- New Section 11.5 - Employees may receive performance or sign-on incentives under HR-096 for exceptional performance or accepting hard-to-fill or positions and/or where there is a labor shortage.

Article 12 (Assignment Pay)

- In Section 12.3 - removed the language regarding limiting assignment pay to 180 days and the language regarding extensions only being upon mutual agreement.
- Changed that Assignment Pay shall only apply to time periods of "more than" one full shift to "at least" one full shift.
- New Section: The City Manager may provide incentive pay to any Employee working outside their job descriptions or on special projects in accordance with Policy HR-096.

Article 13 (Certification Pay)

- Employees with certain licenses will receive progressive pay differentials above the adjusted base rate, increasing by 1.25% on October 1, 2025, October 1, 2026, and October 1, 2027.

Article 14 (Work Schedule and Overtime)

- In Section 14.4 - clarified that the following positions will be permitted to operate in a flexible but not split shift work schedule: Public Works – beach and ball field maintenance;

PRCA – program supervisors; and Code Compliance – personnel required to attend civic association meetings, etc.

- New Section 14.6 - Employees assigned to observe and monitor lift stations and pumps during weather events, including holidays, will earn their regular pay plus \$5/hour. Hours beyond their normal schedule will be paid at time-and-a-half plus \$5/hour. All hours count toward the 40-hour FLSA overtime threshold, and these assignments cannot be used to reduce regular scheduled hours.
- In Section 14.11 - clarified the following: paid floating holidays used for time off at a later date of being earned and paid vacation leave shall be considered as work performed for the purpose of counting 40 hours in any workweek. Floating Holidays which are “cashed out” in the pay period of being earned, sick leave, sick to vacation leave, sick to personal leave, wellness hours, and compensatory time shall not count as work performed for the purposes of counting 40 hours in any workweek.
- In Section 14.14:
 - a) Removed the language re: the scheduling of overtime and holiday work for the Water/Wastewater Treatment Plant.
 - b) Clarified that Employees designated as first responders may be required to work mandatory overtime.
 - e) Provided standby pay for Employees in Public Works and Information Technology
- New Section 14.15 - An Employee who utilizes approved leave during the period of assigned standby status, who verifies that they will remain available, will remain eligible for standby pay. The City will assign Employees to standby pursuant to operational needs, determined solely by the City. Standby shall not impact voluntary overtime or management rights during an emergency.

Article 16 (Voluntary Demotions / Lateral Transfers)

- In Section 16.1 - changed language from “Any Employee holding permanent status within the classified system may request a lateral transfer or demotion to a lower paid position...” to “Any Employee may voluntarily request a lateral transfer or a demotion to a lower paid position... ” and add that 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.
- In Section 16.2(e) - added that Employees not passing the 6-month probationary period will separate from employment unless, by mutual consent of the Employee and the City, and providing the position held prior is vacant, the Employee may return to their previous position held and resume the probationary status held prior to entering the new position.
- In Section 16.3 - clarified that the voluntarily demoting/laterally transferring Employee will retain accrued leave earned prior to the effective date of the demotion/transfer, subject to the limitations outlined in Section 16.2(f). This includes positions moving from Full-Time to Part-Time Status and Full-Time to Full-Time Status, inclusive of probationary status Employees.

Article 17 (Performance Review)

- Removed Section 17.10 which stated that if the Employee’s performance review is not completed by the Employee’s annual review date, it shall be assumed the Employee’s review was satisfactory.
- New Section 17.10 - probationary periods will be extended accordingly for prolonged leaves of absences such as FMLA or approved special leaves for the duration of their probationary period.

Article 18 (Pension and Pension Plan)

- New Section 18.1 – provides a link where Chapter 33 of the City Ordinance can be located.
- New Section 18.2 – provides a link where the Summary Plan Description (SPD) of the City of Hollywood Employees’ Retirement Fund can be located.
- New Section 18.3 – provides a link to the City of Hollywood Employees’ Retirement Fund website.
- All other sections have been removed.

Article 20 (Sick Leave)

- In Section 20.6(c) - reduced the threshold for disciplinary action for abuse of sick leave from six leave occurrences to five sick leave occurrences per fiscal year.

Article 24 (Health and Wellness Plan)

- In Section 24.2 - clarified how to obtain the Health Reimbursement Account each calendar year and added the definition of “Biometric Screening”
- In Section 24.4 - updated the eligibility criteria for post-retirement insurance to reflect the new retirement plan options: Defined Benefit, Defined Contribution, and Hybrid Plan.
- In Section 24.9 - clarified that wellness hours shall not be paid out upon separation of employment.

Article 26 (Work Rules)

- In Section 26.5 - clarified that the Rules and Regulations have been updated to match this CBA’s effective date and that they will be revised as City updates policies and procedures.

Article 29 (Grievance Procedure and Arbitration)

- Clarified the procedure for filing and processing grievances.

Article 30 (FMLA/Special Leave/Leave of Absence)

- In Section 30.2 - added that an Employee can request a special leave to care for any member of their immediate family who incurs a temporary medical disabling condition.

Article 31 (Savings Clause) – REMOVED and REPLACED with Article 50

Article 31 (Holidays)

- In Section 31.2 - added language that Employees scheduled to work on a holiday may request payment for the holiday instead of receiving a floating holiday. Paid holidays are

treated as cash-outs; they do not count as time worked or as paid holidays when calculating overtime.

- In Section 31.5 - we added Ocean Lifeguards as eligible for the two additional floating holidays.
- In Section 31.6 - clarified that if the first day or last day of employment occurs on a holiday, the Employee will be paid the holiday.

Article 32 (Vehicles and Equipment)

- In Section 32.5 - added that Employees who drive City vehicles or their personal vehicles for City business are subject to Human Resource Policies HR-012 (Drug Free Workplace) and HR-038 (City Vehicle Drivers).

Article 33 (Bereavement Leave)

- Added the immediate family of a domestic partner to the list of eligible relatives for bereavement leave.

Article 35 (Longevity Compensation)

- Longevity compensation was changed from a total of 12.75% for 5-10-12.5-15 years of service to the following:
 - 1 year of service = 2%
 - 3 years of service = 3%
 - 5 years of service = 2%
 - 7 years of service = 3%
 - 10 years of service = 3%
 - 12 years of service = 3%
 - 15 years of service = 4%

Article 36 (Vacations)

- New Section 36.7 - added language allowing Employees to cash out up to 40 hours of vacation leave each calendar year.
- New Section 36.8 - added language stating that Employees with legacy vacation hours previously rolled over must use them during this agreement. Any unused hours will expire on September 30, 2028, and will not be paid out upon separation before that date.

Article 37 (Disciplinary Action)

- In Section 37.4 - increased the timeframe to discipline from 60 days to 90 days and add that the union shall not unreasonably withhold granting a 30-day extension if the City needs additional time to complete an investigation.
- In Section 37.6 - increased the timeframe a written reprimand can be used for progressive discipline from 12 months to 18 months.

Article 39 (Services to the Union)

- Reduced the required number of printed copies provided to the union from 250 to 100.

Article 40 (Services Points – Civil Service Exams)

- In Section 40.2 - added language stating that all vacancies for positions listed in Section 40.5 will be posted as Open Competitive, allowing both internal and external applicants. Qualified internal AFSCME bargaining unit Employees will receive first consideration and must be reviewed before external applicants. If not selected, the department must provide justification, after which external candidates may be considered.
- In Section 40.5 – Updated the position list

Article 49 (Regularly Scheduled Part-Time Employees)

- Added language allowing part-time Employees to cashout up to 40 hours of vacation leave each calendar year.

New Article 50 (Severability)

- If any part of the Agreement is found invalid, conflicts with mandatory law, or is changed by the State Legislature, the rest of the Agreement remains in effect. The parties will renegotiate the affected provision in good faith, and if no agreement is reached within 60 days, impasse resolution may begin.