

FOP Collective Bargaining Agreement
10/01/2022 – 9/30/2025

Summary of Negotiated Changes

Article 5: Employee Organization Conventions

- In Section 5.1 – Change from 620 to 700 hours that the Union President, Vice-President, Secretary, Treasurer, local Trustees, and bargaining unit members shall be allowed within each 12 months to attend local and state meetings of the Union with pay, provided that such leave shall be requested at least five days in advance of the date requested.
- In Section 5.2 – Cap the number of hours that can be rolled over of donated “time pool” unused time to 700 hours.

Article 9: Promotional Procedures

- In Section 9.3 (a) – Change the Sergeant qualification requirements for promotion from five years of continuous service with the City as a Sworn Officer to be eligible to take the Sergeant examination to five years of continuous service with the City or three years of continuous service with the City and three years of prior continuous law enforcement experience as a Sworn Officer to be eligible to take the Sergeant examination. Adding clarification of seniority points to begin accumulating from the date of hire with the City of Hollywood.
- Section 9.4 – Add less than three candidates on a civil service list as an exception to filling vacancies within 30 days of the vacation of a position.
- Add Section 9.6 which states, “Any appeals to the promotional process must be presented to the Civil Service Board within ten days of the candidate’s notification of the final test scoring results.”
- Add Section 9.7 which states, “By mutual agreement the City and the FOP may open this article up for re-negotiation providing 30 days’ notice.”

Article 12: Work Week and Overtime

- In Section 12.1 – Change the language from forty hours shall constitute a normal work week consisting of five eight-hour or four ten-hour days to a normal pay period shall constitute 80 hours.
- In Section 12.3 – Add “who have completed probationary period” to the language that the Chief of Police will fill at least 75% of the vacancies for a given shift for Officers who have completed the probationary period and at least 50% of vacancies for a given shift for Sergeants and Lieutenants who have completed the probationary period by seniority.
- In Section 12.3– delete sub-section e) (re: reopen 12.2 within 30-day notice)
- In Section 12.4 and 12.5 – changing reference from 40 hour work week to 80 hour pay period.
- 12.7 – Add “the decision to provide pay or comp time shall not be subject to the grievance procedure.”
- Add Section 12.12 – By mutual agreement, the City and the FOP may open this article up for re-negotiation providing 30 days’ notice.

Article 14: Health and Wellness Plan

- In Section 14.5 – Effective October 1, 2022, change the following fixed/regular City contributions into the Retiree Health Savings Accounts based on the employee’s years of service as follows:
 - From 1 – 9 years of service from \$0 to \$10 bi-weekly
 - From 10 to 19 years of service from \$10 to \$25 bi-weekly
 - 20 or more years of service from \$25 to \$35 bi-weekly
- In Section 14.6 – Change for Fiscal Year 23 and Fiscal Year 24, a Health Reimbursement Account shall be made available to each employee in each new calendar year (January 1, 2023, and January 1, 2024, respectively) which will be based on the number of dependents the employee has on the City’s health plan.
- Add Section 14.7 which states, “Beginning January 1, 2024, the HRA funding for the following calendar year (January 1, 2025) will be contingent upon the employee completing a physical at the City’s Employee Health Clinic (EHC). The goal of the 2024 City of Hollywood Wellness program is to help employees be better healthcare consumers and reward employees for being active, healthy and completing annual preventive exams. The City will encourage this by offering incentives for employees to complete their biometric screening at the 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 employees enrolled in the City’s medical plan. The biometric screening must be completed in 2024 in order to receive the HRA incentive in 2025. All new hires in the 2025 calendar year will have the ability to earn the incentive after they complete their initial waiting period. For calendar years post 2025, the City may revise the incentives to include but not be limited to target-based initiatives with measurements in a desired range for metrics such as blood sugar, cholesterol, and blood pressure. 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.”

Article 15: Grievance Procedures and Arbitration

- Add in Section 15.1 “unsatisfactory observed behavior report” as an event subject to the grievance procedure.
- In Section 15.5 – Add language which states, “Employees may not file for arbitration for grievances related to contract interpretation.”
- In Section 15.12 – Added section which defines the procedure for unsatisfactory observed behavior as follows:

"Grievances for unsatisfactory observed behavior reports shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievance.

Members (Officers/Sergeants):

The member shall take up the grievance with their Division Major within 10 days of the member receiving the unsatisfactory observed behavior report, which gave rise to the grievance. Such meeting between the member and their Division Major shall be on an informal and oral basis and, within 10 days thereafter, their Division Major shall respond in writing to the member presenting the grievance. The Division Major shall have final authority in the unsatisfactory observed behavior grievance process.

Members (Lieutenants):

The member shall take up the grievance with their Assistant Chief of Police within 10 days of the member receiving the unsatisfactory observed behavior report, which gave rise to the grievance. Such meeting between the member and their Assistant Chief of Police shall be on an informal and oral basis and, within 10 days thereafter, their Assistant Chief of Police shall respond in writing to the member presenting the grievance. The Assistant Chief of Police shall have final authority in the unsatisfactory observed behavior grievance process."

Article 20: Assignment Pay

- In Section 20.1 – c) add Public Information Officer ("PIO")
- In Section 20.2 – e) delete Public Information Officer ("PIO")
- In Section 20.5 – Added section which states;
"Members assigned the following in addition to their primary and regular assignment shall receive an annual non-pensionable payout each year:

SWAT: \$1500

Hostage Crisis Negotiator: \$500

Dive Team: \$800

Field Force Officer: \$500

Payments will be bi-weekly. Members who are not assigned for a full year will receive a pro-rated payment in accordance with the payroll division's pro-ration procedures.

Members on any leave of absence, not including workers compensation for greater than 45 consecutive calendar days will receive a pro-rated payment in accordance with the payroll division's pro-ration procedures.

The selection, assignment to, and/or removal from any specialty unit or additional assignment provided for in section 20.5 of this article shall not be subject to any grievance or arbitration procedure regardless of the selection, assignment, or removal purpose.

The City shall maintain complete management authority of unilaterally assigning members to specialty units or additional assignments provided for in the section."

Article 22: Emergency Food and Supplies

- Added language which states members will be required to be self-sufficient for the first 72 hours after the City Manager declares an emergency.

Article 24: Leaves of Absence

- In Section 24.2 – Add language which states, "Leave may be extended beyond the initial period at the sole discretion of the Chief of Police."
- Add Section 24.3 which states, "The employee will be responsible for any payroll benefits/pension contributions for benefits when and if the payroll distribution is insufficient to cover these contributions. Termination of benefits may occur if payment is not received within 31 days of the due date."

Article 26: Annual Leave

- In Section 26.1 – change in annual leave hours earned, on the employee's anniversary date, based on continuous years of service:

From:

Continuous Years of Service	Earned Annual Leave (vacation hours)
1 to 7 years	80 hours/year
8 to 10 years	112 hours/year
11 to 15 years	144 hours/year
16 to 20 years	160 hours/year
21 years and over	200 hours/year

To:

Continuous Years of Service	Earned Annual Leave (vacation hours)
1 to 3 years	80 hours/year
4 to 10 years	132 hours/year
11 to 15 years	164 hours/year
16 to 20 years	180 hours/year
21 years and over	220 hours/year

- Add Section 26.7 which states, "Annual leave earned must be used before the end of the calendar year following the fiscal year in which it was earned."

Article 27: Uniforms and Uniform Clothing and Maintenance Allowance

- In Section 27.2 – add shirts to Motor Officer and Street Crime assignment and add shirts and trousers to K-9 Officer assignment.

Article 28: Bereavement Leave

- In Section 28.1 – change three working days with pay to 40 hours with pay.

- Delete Section 28.3 and 28.4 (re: additional leave to attend out of state funerals)

Article 29: Sick Leave

- In Section 29.4 – change percentage of sick leave paid after the completion of 20 or more years of service or a job-related disability from 70% to 80%.
- In Section 29.5 – change language for donation of accrued sick time to another member in the bargaining unit from provided the donor employee shall have completed not less than five years of continuous service to has a minimum accumulation of 96 hours of sick and/or vacation leave prior to the transfer of any sick leave.
- Add Section 29.6 which states, “Employees who terminate employment while on their initial probationary period shall not be eligible for any sick leave payout.”

Article 30: Holiday and Holiday Pay

- In Section 30.1 – Add Juneteenth and Day After Thanksgiving and remove the Employee’s Birthday.
- In Section 30.2 – change eight hours to ten hours of holiday pay.
- In Section 30.4 – eliminate the one day of administrative leave time off and add language stating, “Holidays must be used within 365 days of earning the holiday.”
- Add Section 30.5 which states, “Each member covered by this agreement shall be entitled to cash out up to 130 hours holiday time per year if unused. Employees must choose to cash out the unused holiday time in the pay period which it was earned.”

Article 33: Probationary Period

- Add Section 33.1 (c) which states, “The date the Chief of Police extends the probation not to exceed six months due to unique, exceptional, or extenuating circumstances.”

Article 37: Pension and Pension Plans

- See attached chart for a summary of pension benefit changes that are included in Section 37.2, subsections A – F;
- In Section 37.10 – added language stating, “The member shall not be entitled to their then-current rank at the time of light duty assignment, nor shall the member be guaranteed continuance in the light duty position once reaching normal retirement age. Though a member assigned to light duty is not entitled to rank, pay scale shall not be affected by any change in rank due specifically to light duty assignment.”

Article 39: Education and Incentive Pay

- In Section 39.1(d) – change the maximum total of tuition reimbursement costs from \$1,800 to \$3,000.

Article 40: Vehicle Take Home

- Add Section 40.3 which states, “In order to be allowed route deviation from more than 5 miles from the route from the Bargaining Unit member’s assigned station to their home, Bargaining Unit members using a City take-home vehicle must purchase, at the

Bargaining Unit member's sole expense, an insurance rider for personal use of the City's vehicle. Under no circumstances are personal passengers allowed in a City vehicle being used as a take-home vehicle. Specific procedures, requirements and regulations will be in accordance with SOP # 215.1 Police Vehicles. This is not subject to the grievance and arbitration procedures as the Chief of Police has the sole discretion to authorize route deviation."

Article 41: Service to the Union

- Replacing references throughout the article of providing hard copies of documents to providing electronic copies of documents.

Article 43: Wages

- In Section 43.1(b) – change advancement to pay grade from L13 after 13 years of continuous service to pay grade L12 after 12 years of continuous service, change pay grade L16 after 16 years of continuous service to paygrade L14 after 14 years of continuous service, and change paygrade L20 after 20 years of continuous service to pay grade L17 after 17 years of continuous service.
- In Section 43.3 – (a) add 4% increase in the base pay effective in the first full pay period on or after October 1, 2022; in (b) add a one-time net payment of \$1,000 in FY23; in (c) add 3% increase in the base pay effective in the first full pay period on or after October 1, 2023; and in (d) add 3% increase in the base pay effective in the first full pay period on or after October 1, 2024.

Article 46: Physical Fitness/Wellness Program

- Add Section 46.6 which states, "In recognition of the importance for mental health well-being, the City shall offer employees two paid workdays (either 8- or 10-hour days) on a use- it- or- lose- it basis to promote well-being and wellness beginning January 1, 2023, following the normal and customary time off procedures contained in SOP#166. These paid workdays must be used within the fiscal year in which they were earned or will be lost."

Article 48: Duration of Agreement

- Change the effective dates of the agreement to reflect October 1, 2022 – September 30, 2025.