

**COLLECTIVE BARGAINING AGREEMENT**

**~~10/1/18 – 9/30/21~~ 10/01/2021-9/30/2022**

**between**

**THE BROWARD COUNTY PBA**

**&**

**THE CITY OF HOLLYWOOD**

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## **ARTICLE 1: EMPLOYEE ORGANIZATION AGREEMENT – RECOGNITION**

1.1: THIS AGREEMENT is entered into by the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, hereinafter referred to as the "City", and the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "Union" or "Employee Organization". Within this Agreement the term "his" shall be a neutral gender term.

1.2: The City hereby recognizes the Union as the exclusive bargaining representative for those employees of the Department of Police described as follows:

Included in the Bargaining Unit:

All sworn Police Officers employed by the City of Hollywood Police Department in in the rank-classification of Police Officer, Police Sergeant and Police Lieutenant.

Excluded from the Bargaining Unit:

Captain, Major, Chief, Assistant Chief, Volunteer, Auxiliary and Reserve and Part-Time Officers, Officers assigned to Internal Affairs Unit, and all other employees, including managerial and confidential employees of the City of Hollywood.

## **ARTICLE 2: NON-DISCRIMINATION**

- 2.1: No employee covered by this agreement will be discriminated against by the City because of membership in the PBA, or for participating in authorized activity as required in this agreement on behalf of the PBA.
- 2.2: The PBA will not discriminate against employees covered by this agreement on the basis of their refusal to become a PBA member.
- 2.3: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability, marital status, veteran's status, age over forty (40), political affiliation, sexual orientation, 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.
- 2.4 Pursuant to Florida Statute 295.07(3), all requirements of the applicable statutes and rules concerning veteran preference under Florida law are incorporated into this collective bargaining agreement by reference and are superior to any conflicting provision of this collective bargaining agreement.

### **ARTICLE 3: CITY AND UNION REPRESENTATION**

- 3.1: The City shall be represented by the City Manager, and/or his designee, in all matters of collective bargaining. The City agrees to notify the Union of any changes in designee, whenever such changes are made.
- 3.2: The Union shall be represented by the Union President, and/or his designee, in all matters of collective bargaining. The Union agrees to notify the City Manager (or his designee) and the Chief of Police of any change in representatives, whenever such changes are made.
- 3.3: The City and the Union agree that there will be no negotiations attempted or entered into between any persons other than those indicated above. Any attempt to circumvent the proper bargaining process shall be deemed an unfair labor practice and shall result in appropriate charges being filed against the offending party.

#### **ARTICLE 4: PAYROLL DEDUCTION OF DUES**

- 4.1: On receipt of a lawfully executed written authorization from an employee, on a form approved by the City's Director, General Accounting Division, the City will deduct each pay period from the employee's pay, the amount specified by said employee, but not less than regular dues.
- 4.2: The City will remit to the Union Treasurer such sums every second pay period together with a list of employees for whom deductions were made.
- 4.3: Changes in the Union's membership dues shall be certified to the City, in writing, over the signatures of the authorized Officer(s) of the Union, at least thirty (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 (2) calendar weeks after remittance is received of its belief, with reasons stated therefore, that the remittance is incorrect.
- 4.5: Any employee may revoke, in writing, with thirty (30) days prior notice to the City and the Union, his authorization for dues deductions.
- 4.6: 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 the Check-off of Union dues.



## **ARTICLE 5: EMPLOYEE ORGANIZATION CONVENTIONS**

- 5.1: The Union President, Vice-President, Secretary and Treasurer and local Representatives and bargaining unit members requested by the Union President, shall be allowed a combined total of 620 hours with pay, within each twelve (12) months, to attend local and state meetings of the Union; provided that such leave shall be requested at least five (5) days in advance of the date requested. The names of the members designated by the employee organization to attend such events shall be provided at the time such request is made. The Chief, or his designee, shall have sole discretion in approving the request, but such request shall not be unreasonably denied. In the event of an emergency, such excused personnel shall be subject to immediate return to duty.
- 5.2: Members of the Bargaining Unit may donate up to 8 hours per year of either compensatory time or vacation time to a "time pool" for Union use. All unused time in the "time pool" may be carried over year to year.

## **ARTICLE 6: PERFORMANCE DOCUMENTS**

- 6.1: All documentation will be maintained in accordance with the Florida Public Records Law.

## **ARTICLE 7: RULES AND REGULATIONS**

- 7.1: It is agreed and understood that each member of the Bargaining Unit will have access to an electronic copy of the Departmental Rules and Regulations formulated subsequent to the execution of this Agreement. Members shall be advised of any changes to Departmental Rules and Regulations within thirty (30) days after formal adoption or as soon as practical thereafter. Employees will electronically sign for their copy of the Rules and Regulations.

## **ARTICLE 8: LABOR-MANAGEMENT COMMITTEE**

- 8.1: There shall be a Labor-Management Committee consisting of up to four (4) Management Representatives designated by the Police Chief and four (4) Employee Organization members selected by the PBA President. The Labor-Management Committee shall meet quarterly upon the request of either party, or at other specific times mutually agreed upon.
- 8.2: The sole function of the Committee shall be to discuss general matters pertaining to employee relations. Employee Organization members serving on the committee shall serve at both the convenience of the Employee Organization and the City. If during working hours, loss of pay shall not be incurred by any member and if said meeting is during an employee member's off-duty time, such time shall be non-compensable.

## **ARTICLE 9: PROMOTIONAL PROCEDURES**

- 9.1: Employees seeking promotional positions within the Bargaining Unit shall be examined and appointed in accordance with the Civil Service System of the City of Hollywood.
- 9.2: Procedures for the administration of exams:
- a) Promotional examinations will be administered once every two years in September, on the Friday following Labor Day;
  - b) Announcements of the examinations will be posted by May 1<sup>st</sup> of the calendar year of the examination;
  - c) Cut-off date to meet minimum eligibility requirements will be the September 1<sup>st</sup> immediately preceding the test date.
  - d) The effective date of the eligibility list resulting from the examination will be the October 1<sup>st</sup> immediately following the test administration;
  - e) The eligibility list will expire on the last day in September, two years following the test administration.
- 9.3: Education and seniority bonus points as outlined below will remain in effect for the duration of this Agreement:
- a) Sergeant qualification requirements will include five (5) years of continuous service with the City of Hollywood as a Sworn Officer to be eligible to take the Sergeant examination. Seniority points will begin accumulating from the date of hire and will be capped at twenty (20) years of service for a total accumulation of five (5) points (one-quarter point for each year).
  - b) Lieutenant qualification requirements will include eighteen (18) months of continuous service with the City of Hollywood as a Sergeant plus an Associate Degree or sixty (60) semester hours of college credit to be eligible to take the Lieutenant's exam. Seniority will begin accumulating from the date of promotion to Sergeant and will be capped at twenty (20) years of rank of service as Sergeant for a total accumulation of five (5) points (one-quarter point per year).

- c) Education points will be calculated at one-half point per fifteen (15) credit hours earned. Credits will be capped at one hundred twenty (120) credit hours for four (4) points. An additional one (1) point will be given for a Master Degree and one (1) point for a Doctorate Degree or Ph.D. Total education points will be capped at six (6).
- d) After the final score, and any applicable educational points and all applicable seniority points have been added to establish a final combined score, the Chief of Police shall select a candidate from the highest three (3) different scores. Same scores, or "ties", are considered one score.

9.4: Vacancies in approved, budgeted positions shall be filled within thirty (30) calendar days from the date of the vacation of the position. Failure to fill vacancies based on budgetary considerations or in exceptional circumstances occasioned by a vacancy resultant from disciplinary procedures shall not be considered violative of this section.

9.5: Candidates will remain on the eligibility list for its duration, without regard to the number of times the candidate is considered.

## **ARTICLE 10: MANAGEMENT SECURITY**

- 10.1: The City and the Union recognize the mutually beneficial effects of a harmonious and cooperative relationship between said parties, and agree to comply diligently and fully with the requirements of the Florida Public Employee Relations Act.
- 10.2: There will be no strikes, work stoppages, slowdowns, boycotts, job actions or other concerted failure or refusal to perform assigned work by the Employees covered by this Agreement.
- 10.3: Recognizing that Florida law prohibits the activities enumerated in Section 2 above, the parties agree that any such Employee who participates in or promotes a strike, work stoppage, job action, or failure or refusal to perform assigned work, may be discharged or otherwise disciplined by the City, subject to the appellate procedures as outlined in the Grievance and Arbitration Article.
- 10.4: It is recognized by the parties that activities enumerated in Sections 2 and 3 are contrary to the ideals of professional Public service and to the City's overall community responsibility, and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive or other legal and/or equitable relief in any court of competent jurisdiction.
- 10.5: For the purpose of this Article, it is agreed that the Employee Organization shall be responsible and liable for any act committed by its elected officers or agents.

## **ARTICLE 11: MANAGEMENT RIGHTS**

- 11.1: The Union and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, except as otherwise limited by this Agreement, reserves the exclusive right to:
- a) Decide the scope of service to be performed and the method of service;
  - b) Hire, fire, demote, suspend or otherwise discipline for just and proper cause, promote, layoff, and determine the qualifications of employees; the option of forfeiting annual leave in lieu of serving an unpaid suspension shall be at the sole discretion of the City Manager.
  - c) Transfer employees from location to location and from time to time;
  - d) Rehire employees;
  - e) Determine the starting and ending time and the number of hours and shifts to be worked, subject to Article 12, Work Week and Overtime;
  - f) Merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City, good business judgment makes such curtailment or discontinuance advisable;
  - g) Control the use of equipment and property of the City;
  - h) Schedule and assign work to the employees and determine the size and composition of the work force;
  - i) Determine the services to be provided to the public, and the maintenance procedures, materials, facilities and equipment to be used and to introduce new or improved services, maintenance procedures, materials;
  - j) Formulate and revise rules and regulations, provided same are not inconsistent with this Agreement; or do not impact on mandatory subjects of bargaining;
  - k) Have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above, including the right to make unilateral changes.



- 11.2: It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. The City will notify the Union as early as practicable of the City's intent to contract and/or subcontract any existing or future work where such action would directly affect and result in layoff of employees covered by this Agreement. This does not imply any limitation to the City's right to contract and/or subcontract out such work. If a decision is made to contract out or subcontract work, any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions, and/or hiring of employees affected by the successor agency in comparable jobs.
- 11.3: The above rights of the City are not all-inclusive, but indicate the type of matters or rights, which 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 this Collective Bargaining Agreement are retained by the City except as specifically abridged, delegated, granted or modified by this Agreement.
- 11.4: 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.

## **ARTICLE 12: WORK WEEK AND OVERTIME**

- 12.1: Forty (40) hours shall constitute a normal work week, consisting of five (5) eight-hour or four (4) ten-hour days. Under all circumstances, when organizationally feasible, members of this Bargaining Unit shall be entitled to a minimum of two (2) consecutive days off after each forty (40) hours of service.
- 12.2: Schedules shall consist of:
- a) Road Patrol Day shift: 5/8 schedule with rotating days off;
  - b) Road Patrol Afternoon shift: 4/10 schedule with rotating days off;
  - c) Road Patrol Midnight shift: 4/10 schedule with rotating days off;
  - d) Personnel assigned to the Street Crimes Unit, Downtown Unit, Beach Unit, Marine Patrol, Motors, Traffic Homicide Unit, Neighborhood Team Leader (NTL), Special Events, Internal Affairs, Personnel and Training, and Professional Development shall not be bound to the above schedules, and their schedules may be adjusted as required by the Department.
  - e) A 4/10 work schedule will be made available to the following specialty units, provided however, that these employees may be returned to a 5/8 work schedule for up to a thirty (30) day period when deemed operationally necessary as determined by the Police Chief:
    - i. CID Investigative Services, but excluding SROs, and excluding any employee assigned to any Federal, State or Local task force.

### **Shift Selection**

It is agreed that the Police Chief has the right to determine the amount of personnel on each shift within the Patrol Division. The Police Chief will fill at least 75% of the vacancies for a given shift for Officers and at least 50% of vacancies for a given shift for Sergeants and Lieutenants by seniority subject to the following conditions:

- a) Shift picks will commence in October of each year. A designated window period will be formally announced in order to allow members to bid for the three different patrol shifts. It is the sole responsibility of each Officer to be available for the bidding period. Officers who miss the bidding period will be subject to being placed on a shift without consideration to seniority.
- b) After shifts are chosen, the initiation of the new schedule will be effective the 1<sup>st</sup> day of the second pay period in January.
- c) Those members coming into the Patrol Division from an outside Unit or Division can choose a shift. No "bumping" will be allowed. However, an adjustment period will occur every July in order to facilitate the request of

those members coming into the Patrol Division. Members within the Patrol Division cannot re-bid for a new shift until October, which will be effective, January of the following year. Exceptions can only be granted by the Police Chief or his designee.

- d) The Police Chief shall reserve the right to alter the provisions of this article when situations arise that could create a negative impact within the organization such as conflicts of interest, workplace diversity, nepotism, or other serious personnel issues. The Police Chief or his designee shall meet and confer with the President of the PBA or his designee should any member of the Department directly affected by any alteration of this provision request such a meeting. It is agreed that with regard to members who are negatively affected due to the above (conflicts, nepotism, etc.) the member with the least seniority, when appropriate, should be considered first for the involuntary transfer.
- e) At any time during the term of this agreement the Police Chief or the Union may, with thirty (30) days' notice, open any section of 12.2 to renegotiate said article.

12.3: Nothing herein shall guarantee any member payment for a forty (40) hour week unless the member actually works his forty (40) hours, or his actual hours worked and his authorized compensated leave total forty (40) hours. Authorized compensated leave shall mean leave compensated under the provisions of this Agreement or under existing City policy.

12.4: Hours actually worked in excess of the regular forty (40) hour work week shall be compensated at the rate of time-and-one-half the member's regular straight-time rate or, if appropriate, the equivalent in compensatory time; provided, however, that no member shall receive straight time, overtime or compensatory time for time spent in correcting work, which had been assigned and was improperly performed during the member's normal work day. Further, nothing herein shall require the payment of time-and-one-half or the equivalent in compensatory time when an insubstantial amount of time, defined as fifteen (15) minutes or less, is worked in excess of the normal work day. Overtime opportunities will be distributed among employees in the same rank and work assignment in a manner that is fair and equitable within the requirements of operational needs, except that this provision regarding the distribution of overtime opportunities shall not apply to or include employees who are serving in a probationary period as defined in Article 33. Any grievance filed regarding the distribution of overtime may be taken only to the City Manager level of the grievance procedure for a final and binding decision, and no such grievance shall be subject to the arbitration provisions of the grievance procedure.

12.5: If a member of this Bargaining Unit is called out to work at a time outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of

time-and-one-half his regular rate of pay, and time-and-one-half his regular straight time rate for each additional hour beyond the initial three (3) hours or, if appropriate, the equivalent in compensatory time. However, a member who has not worked a forty (40) hour work week will be compensated for the call-out rate at his regular straight time rate. Call-out rates shall apply to each successive incident whereupon a member is called to duty outside his normal working hours. Called out to work means that the officer must actually appear at his regular or assigned duty station in proper uniform/apparel for such assignment; mere response to a telephone call or conversation by phone does not substitute for actual appearance at duty station.

- 12.6: Where the member is required to appear, while off-duty, as a subpoenaed witness in Federal, Circuit or County Courts, or at depositions or statement sessions where such proceedings involve pending criminal cases or civil cases, the minimum call-out rate of three (3) hours at time-and-one-half shall apply; provided, however, no member shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. Officers who are required to appear while off-duty, as a subpoenaed witness in a Federal, Circuit or County Courts, or at depositions or statement sessions where such proceedings involve pending criminal cases or civil cases, within one hour of the beginning of their regularly scheduled shift will not receive the three hour minimum compensation referred to above; rather, these Officers will be entitled to a minimum of one hour of compensation at time-and-one-half for such Court appearance. Officers on extended standby shall be paid as required by the Fair Labor Standards Act. In the event that the provisions of the Fair Labor Standards Act do not require Officers to be paid for "extended standby", Officers shall receive pay or compensatory time at straight time rates. The decision to provide pay or compensatory time shall be within the discretion of the Chief or his designee and shall not be grievable or arbitrable.
- 12.7: Where a witness or subpoena fee is received by a member for an off-duty appearance said fee shall be kept by the member. The member, in addition to the witness or subpoena fee, will also be entitled to call-out pay in accordance with Section 12.6 (above) provided he/she meets the requirements of Section 12.6.
- 12.8: No supervisory official shall take action to cause the non-payment of straight time, time-and-one half, or compensatory time in circumstances wherein a member covered by this Agreement has performed work, which entitled him to such payment. However, nothing herein shall restrict the City or the Department from altering work schedules, with five (5) working days' notice whenever practical, excluding emergencies, or taking any other action to reduce the number of overtime, court time, or call-out hours worked by the members covered by this Agreement.
- 12.9: **Compensatory Time**

- a) The allocation of compensatory time will be exclusively determined by the City to a maximum accrued balance of eighty (80) hours per employee.
- b) Compensatory time shall be utilized at the request of the employee upon five (5) working days' notice, subject to the approval of the Chief or his designee whose approval shall be final. Provided, however, the use of compensatory time does not mitigate minimum staffing requirements beyond a reduction of two Officers, and the use of said compensatory time does not unduly disrupt the operations of the Police Department or impose an unreasonable burden on the Department's ability to provide Police services of acceptable quality and quantity to the public.
- c) Upon termination for any reason including retirement, all unused compensatory time shall be paid in accordance with the provisions of the Fair Labor Standards Act (FLSA).

12.10: The City and the PBA recognize the FLSA. The parties are desirous of maintaining the provisions of compensatory time as negotiated in the labor contract. However, if the FLSA mandates regulations contrary to the contract and no discretion is available in its implementation, the parties will recognize the provisions of the FLSA.

12.11: Effective October 1, 2009, the blood time credit benefit shall be discontinued and no additional blood time may be accrued as of that date. Any member who has accrued blood time as of October 1, 2009, shall be entitled to maintain that accrued time and thereafter use it consistent with the current approval requirements, or be paid for that accrued blood time upon termination or entry into DROP at the member's current rate of pay.

### **ARTICLE 13: POLICE OFFICER'S BILL OF RIGHTS**

- 13.1: The Police Officer's Bill of Rights, Florida Statute 112.532, is incorporated herein in its entirety as a part of this Collective Bargaining Agreement. Should the statute be amended during the term of this Agreement, such amendment shall automatically be incorporated herein.

## **ARTICLE 14: HEALTH AND WELLNESS PLAN**

14.1: The City agrees to provide group health coverage for its regular full time employees. The City offers two (2) plan options currently named Open Access Plus plan (OAP) and Open Access Plus In-Network plan (OAPIN).

14.2: The cost for all Bargaining Unit members for the OAP and OAPIN plans will be as follows:

~~Premium costs for the OAP plan in calendar year 2019:~~

~~Employee Coverage \$55.00 bi-weekly.~~

~~For one Dependent Coverage add \$75.00 bi-weekly (for a biweekly total payment of \$130.00).~~

~~For two or more Dependent Coverage add \$110.00 bi-weekly (for a biweekly total payment of \$165.00).~~

~~Primary Care Physician Office Visits on the OAP plan in calendar year 2019 are \$40.00.~~

~~Premium costs for the OAPIN plan in calendar year 2019:~~

~~The City will contribute 100% of the premium cost for employees electing single coverage on the OAPIN plan. For employees adding dependents to the OAPIN plan, the City will pay 90% toward the cost of the premium and the employee will be responsible for 10%.~~

~~Primary Care Physician Office Visits on the OAPIN plan in calendar year 2019 are \$30.00.~~

~~Premium costs for the OAP plan beginning in calendar year 2020:~~

The City will contribute 80% of the premium cost for employees electing single coverage on the OAP plan. For employees adding dependents to the OAP plan, the City will pay 80% toward the cost of the premium and the employee will be responsible for 20%.

Primary Care Physician Office Visits on the OAP plan ~~beginning in calendar year 2020~~ are \$25.00.

~~Premium costs for the OAPIN plan in calendar year 2020:~~

The City will contribute 100% of the premium cost for employees electing single coverage on the OAPIN plan. For employees adding dependents to the OAPIN plan, the City will pay 90% toward the cost of the premium and the employee will be responsible for 10%.

Primary Care Physician Office Visits on the OAPIN plan ~~beginning in calendar year 2020~~ are \$30.00.

14.3: Employees hired on or after ~~the ratification date of this 2018-2021 agreement~~February 20, 2019, shall have the option of continuing under the City's health plan upon retirement; however, they shall be responsible for the entire cost of the health plan premium. Employees hired prior to ~~the ratification of this agreement~~February 20, 2019, shall have the option of continuing under the City's health plan upon retirement with no cost for single coverage, however they shall pay for the full cost of dependent coverage. Effective June 26, 2003, any vested member who leaves/left service with the City on or after that date prior to becoming eligible to draw retirement benefits, must continue health coverage through COBRA and must thereafter become eligible to collect retirement benefits from the City during the COBRA coverage in order to be eligible for continued health coverage per this section. Any such member who did/does not follow this criteria shall not be eligible for continued health coverage. Any vested member who retired prior to June 26, 2003 before becoming eligible for retirement benefits will be eligible for health coverage under this section at such time the member becomes eligible to collect retirement benefits from the City.

14.4: The City shall provide three dental insurance plans, a Low, a High and a Buy-Up for its regular full-time employees and such dependents meeting eligibility requirements thereof at a total cost not to exceed \$19.00 per employee per month. Any contribution requirements in excess of \$19.00 per employee per month will be borne by the participating employee. The calendar year benefit maximum for each employee and eligible dependent is \$2,000 on the Low and High Plans and \$3,000 for each employee and eligible dependent on the Buy-Up Plan.~~The City shall provide a dental insurance plan for its regular full-time employees and such dependents meeting eligibility requirements thereof at a total cost not to exceed \$19.00 per employee per month. Any premium requirements in excess of \$19.00 per employee per month will be borne by the participating employee.~~

14.5: Retiree Health Savings Accounts (RHS)

- a) Effective after October 1, 2006, tax deferred retiree health savings accounts were created, subject to applicable tax laws, for active employees. The City initially paid ten dollars (\$10.00) per month into each account. Each employee was initially required to pay at least ten dollars (\$10.00) per month into their respective account.
- b) Effective on October 1, 2009, the following fixed/regular contributions shall be made each month into the employee's tax deferred health savings account, based on the employee's years of service, by the City and by each employee:

Under 10 years of service: Zero

From 10 to 19 years of service: \$10.00 per month



20 or more years of service: \$25.00 per month

- 14.6: The Health Reimbursement Account (HRA) for each employee, in the following increased amounts shall be made available to each employee in each new calendar year starting on January 1, ~~2016~~2022, which will be based on the number of dependents the employee has on the City's health plan: ~~\$300~~400 for single coverage; ~~\$400~~600 for single plus one dependent; and ~~\$700~~1000 for single plus two or more dependents. Employees who are not covered by City health insurance shall have access only to the single coverage amount ~~(\$300)~~ in an HRA. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved 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.
- 14.7: Each member shall have the option of completing an annual wellness preventative physical through the City's contracted provider currently named Life Scan with the costs of the scan paid for by the City up to \$500 for each member which includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.

## **ARTICLE 15: GRIEVANCE PROCEDURES AND ARBITRATION**

- 15.1: The parties recognize that State Law, Court decisions, and Attorney General's opinions favor collective bargaining relative to the general scope of wages, hours, and working conditions. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is further agreed and understood by the parties that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover both grievances involving the application or interpretation of this Agreement and grievances involving discharge, suspension, demotion or any other adverse personnel action against a member covered by this Agreement.
- 15.2: Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should either party fail to observe the time limits as set out in the steps of this Article, the grievance will automatically be processed to the next step of the procedure. Written responses for each of the steps detailed below may be sent to the appropriate party via-email.
- 15.3: Grievances shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances.

### **Step 1:**

The member shall first take up his grievance with his immediate Supervisor within ten (10) days of the occurrence of the event (s), which gave rise to the grievance. Such meeting between the member and his immediate Supervisor shall be on an informal and oral basis and, within five (5) days thereafter, the immediate Supervisor shall respond in writing to the member presenting the grievance.

### **Step 2:**

Any grievance which cannot be satisfactorily settled with the immediate Supervisor shall be reduced to writing by the member and presented to the Police Chief or his designee within ten (10) days after the immediate Supervisor's response is due. This shall be done either through a representative of the Employee Organization or by the member himself at the member's option. The grievance shall be discussed in a meeting by and between the member (or a representative of the Employee Organization) and the Police Chief or his designee within five (5) days from submission of the written grievance. The Police Chief or his designee shall within ten (10) days after this meeting, render his decision in writing, with a copy to the Employee Organization.

### **Step 3:**

In the event the member is not satisfied with the disposition of the grievance in Step 2, the member shall have the right to appeal the Chief of Police's decision to the City Manager or his designee within five (5) days of the date of issuance of the Chief of Police's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the member,

or at the member's option, a representative of the Employee Organization, requesting that the Chief of Police's decision be reversed. The City Manager or his designee, shall within ten (10) days of the filing of the appeal (or some longer period of time as is mutually agreed upon), render his decision in writing with a copy to the Employee Organization.

- 15.4: Where a grievance is general in nature, in that it applies to a number of members rather than a single member, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in Step 1. The grievance shall be signed by the aggrieved members or a representative of the Employee Organization. Thereafter, the Chief of Police shall forward the grievance to the City Manager or designee and it shall be processed in accordance with the procedures set forth in Step 3.
- 15.5: The parties, recognizing that the public policy and prevailing law permit certain provisions of this collective bargaining agreement (i.e., the Grievance Procedure), to supersede general legislation, special legislation, and local ordinances and desiring to give this collective bargaining agreement the maximum force and effect, do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation or application of any provision of this Agreement or any matter involving discharge, suspension or demotion against any member covered by this Agreement. A grievance over discharge, suspension or demotion, shall be filed directly with the Chief of Police at Step 2 of the grievance procedure, within the same time limits as for the initial filing of a grievance at Step 1. The arbitration procedure set forth below shall also apply. Probationary employees shall not have the right to utilize the grievance procedure.
- 15.6: In the event a grievance processed through the grievance procedure set forth above has not been resolved, either party shall file simultaneously, within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance, a demand for arbitration upon the City Manager or his designee and a request to the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.
- 15.7: The City and the member (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement

this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.

- 15.8: The parties shall make their choice of the arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing. The Arbitrator's award is both final and binding on all parties.
- 15.9: Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be paid by the party that does not prevail; except that in disciplinary appeals, if the arbitrator modifies the penalty, then the arbitrator's bill shall be equally shared by the parties. Expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript shall bear the cost of such transcript unless both parties mutually agree to share said cost.
- 15.10: The grievance and arbitration procedures set forth herein shall have no application to the resolution of disputes between the parties concerning the terms of a new collective bargaining agreement to replace this Agreement. Disputes or grievances concerning shift transfers shall not be subject to the grievance procedure or arbitration.
- 15.11: All reference to "days" stated in this Article shall mean business days.

## **ARTICLE 16: WORKERS' COMPENSATION**

- 16.1: An employee, becoming eligible for Workers Compensation benefits due to a job related injury or illness, shall receive a full paycheck (based on gross pay) from the City on a bi-weekly basis for a period of twelve (12) weeks when they have been placed in a "no duty" status by their worker' compensation physician in writing. Subsequently, at the end of the twelve (12) week period, unless there is an extension of the above stated benefit as provided for in Section 16.2, any employee still in a "no duty" status under this section will receive a check from the City's third party administrator in the amount provided under the workers' compensation law.
- 16.2: The receipt of a full paycheck (based on gross pay) may be extended beyond the twelve (12) weeks provided in Section 16.1 hereof by the City Manager or his designee, upon recommendation by the Chief of Police or his designee, for as long as the employee remains in a "no duty" status by their authorized workers' compensation physician, or until the employee is released to limited/light duty, or until the employee receives a disability retirement pension, whichever occurs first. In the event an employee receives a disability pension in addition to workers compensation benefits, the amount of the pension shall be reduced to the maximum extent permitted by law.
- 16.3: Should the City Manager, or his designee, not grant the initial full twelve (12) weeks benefit provided by Section 16.1 hereof, or not extend the benefit as provided by Section 16.2 hereof, the City Manager, or his designee, shall give the employee at least one week's notice prior to curtailing the employee's benefits. The City's decision to curtail the initial twelve (12) week benefits or not to extend said benefits shall be subject to the grievance and arbitration provision of this Agreement starting at the arbitration procedure. The parties further agree that should such a dispute go to arbitration, the arbitration procedure shall be expedited and the arbitrator shall be requested by both parties to make a prompt award without a written opinion.

## **ARTICLE 17: MILITARY LEAVE OF ABSENCE FOR TRAINING**

- 17.1: Military Leave of Absence shall be in accordance with applicable Federal and State Laws.
- 17.2: Employees covered by this Agreement who are Commissioned Reserve Officers or Reserve Enlisted Personnel in the United States Military or Naval Service, or members of the Florida State National Guard, shall be entitled to leave of absence without loss of pay from their respective duties for such time as they shall be ordered to military service of field training status, for a period not to exceed 240 hours in any one fiscal year.
- 17.3: The affected employee will present his request for leave, together with his military orders, to the Chief of Police or his designee as soon as practicable following receipt of said orders.

## **ARTICLE 18: FAMILY MEDICAL LEAVE**

18.1: As provided for in more detail in SOP# 115 "Family and Medical Leave Act (FMLA)," a member who has worked with the City at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning date of the leave may be entitled to twelve (12) work weeks of unpaid, job-protected leave during a twelve (12) month period for specified family and medical reasons, as defined and controlled by the Family and Medical Leave Act of 1993 and U.S. Department of Labor FMLA Regulations, as amended.

### **A. Eligible Reasons for FMLA Leave:**

1. birth and care of a newborn child of the employee;
2. placement with the employee of a child for adoption or foster care;
3. care for an employee's spouse (or registered domestic partner), parent, or child with a serious health condition;
4. serious health condition that makes the employee unable to perform the functions of the employee's job;
5. exigency related to active duty military service by the employee's immediate family member;
6. up to twenty six (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.

B. The conditions under which FMLA leave may be requested, the procedures to request FMLA leave and the terms of such leave are set forth in detail in SOP#115 "Family and Medical Leave Act."

18.2: A leave of absence may be granted to maintain continuity of service in instances where the circumstances listed above require an employee's absence from work. Employees requesting a leave must provide the City with appropriate documentation. For female employees, a maternity leave of absence may be granted for a period of four (4) months.

## **ARTICLE 19: SERVICE AWARDS**

- 19.1: The City will provide awards for outstanding service (i.e. saving a life). These awards will be in the form of medals or campaign ribbons, and Officer of the Month awards, whichever the City deems appropriate. Attendance at such event shall be without compensation if the Officer receiving the award is off duty.



## **ARTICLE 20: ASSIGNMENT PAY**

- 20.1: Members assigned the following duties shall receive a five percent (5%) increase above their base rate of pay as assignment pay:
- a) Detectives/Investigators (SCU, Investigative Services, IA, Personnel and VIN).
  - b) Traffic Unit (Motorcycle and Traffic Homicide).
  - c) Field Training Officer (FTO), but only when actually assigned and performing FTO duties.
  - d) Training and Professional Development Unit.
- 20.2: Members assigned the following duties shall receive a two and one-half percent (2.5%) increase above their base rate of pay as assignment pay:
- a) School Resource Officers (SRO).
  - b) Neighborhood Team Leaders (NTL).
  - c) Marine Patrol.
  - d) Beach and Downtown Units.
  - e) Public Information Officer
- 20.3: Members assigned the following duties shall receive a five percent (5%) increase above their base rate of pay as shift differential pay:
- a) Road Patrol Officers assigned to the midnight shift (Alpha Shift).
  - b) Canine Officers who work the majority of their assigned hours on the midnight shift (Alpha Shift).
- 20.4: Members assigned the following duties shall receive a two and one-half percent (2.5%) increase above their base rate of pay as shift differential pay:
- a) Road Patrol Officers assigned to the evening shift (Charlie Shift).
  - b) Canine Officers who work the majority of their assigned hours on the evening shift (Charlie Shift).
- 20.5: In consideration for training, maintenance and care of the Police Canine assigned to each Police Canine Officer, those Officers will be paid two (2) hours of overtime for each forty (40) hour assignment (excluding vacations), and will be assigned to work a four (4) day, nine (9) hour work-shift schedule. Police Canine Officers will also be reimbursed for veterinary and kennel fees. The decision to kennel a Police Canine must be approved by the Division Major or his/her designee. The City and the PBA (on behalf of the Police Canine Officers) agree that these benefits and additional compensation represent a reasonable and complete agreement for payment to Police Canine Officers for time and effort spent caring for their assigned Police Canine.

## **ARTICLE 21: WORK AT A HIGHER RANK**

- 21.1: Effective upon the ratification date of this Agreement, Bargaining Unit members temporarily assigned to perform all the duties of a higher rank within the Department for less than 30 days shall receive a five-seven percent (57%) increase above their base rate. Bargaining Unit members assigned to perform all the duties of a higher rank within the Department as a long-term assignment, defined as 30 days or more, shall receive a ten percent (10%) increase above their base rate.
- 21.2: The provisions of this article shall not apply to assignments of less than eight (8) hours.
- 21.3: Per SOP, responsibility for documentation of shifts worked at a higher rank shall fall upon the member. For payroll purposes, documentation of approval shall be submitted no later than Wednesday following the week in which any shift at a higher rank was worked.

## **ARTICLE 22: EMERGENCY FOOD AND SUPPLIES**

- 22.1: In the event of a hurricane or other natural disaster or some unusual condition wherein the City Manager declares it to be an emergency, the City will make every reasonable effort to provide food and/or necessary supplies to any employee covered by this agreement who:
- a) Works six or more continuous hours beyond his normal work day or shift;
  - b) Is called back after having completed his normal work day, and works six (6) or more continuous hours.
  - c) The City will make every effort to assure that all Officers have a reasonable amount of time to secure their homes and property, subject however to the overriding needs of the Community.

## **ARTICLE 23: MAINTENANCE OF EXISTING POLICY - PREVAILING RIGHTS**

- 23.1: All benefits of employment specifically included or specifically referred to in this Agreement, in addition to and including those stated or referred to in Section 2, below, shall be maintained in full force and effect for the duration of this Agreement.
- 23.2: The City will maintain its existing policy with respect to: defense of lawsuits, open door policy with respect to meeting with the Police Chief; meal breaks and break times; locker and shower rooms; gymnasium (if space available); equipment and supplies such as ammunition, pens, batteries and radios, parking to the extent space is or can be made available; and to other similar amenities as are currently in effect. These provisions shall not conflict with any contract articles, specific provisions of which shall prevail.

## **ARTICLE 24: LEAVES OF ABSENCE**

- 24.1: A permanent employee member of this Bargaining Unit may request a leave of absence without pay:
- a) For personal sickness or disability; or
  - b) To engage in a full-time course of study; or
  - c) For other good and sufficient reasons which are considered to be in the best interests of the City of Hollywood service.
- 24.2: Leave of Absence Without Pay (supra, Sec.1) may be granted by the Chief of Police, in his sole discretion, for a period not to exceed 120 days.

## **ARTICLE 25: VEHICLE AND SAFETY EQUIPMENT**

- 25.1: The City will make a good faith effort to maintain police vehicles, safety equipment and police facilities in safe working order.
- 25.2: The City will replace vehicles as often as it deems necessary and provided it has the necessary budgeted funding earmarked for such replacement.
- 25.3: The City will ensure that City Vehicles will be cleaned of bio hazardous fluids by a certified company or one that meets OSHA standards.
- 25.4: The parties agree that vehicles will be kept and maintained in an operationally safe manner. Any grievance filed regarding the operational safety of a vehicle may be taken only to the City Manager level of the grievance procedure for a final and binding decision, and no such grievance shall be subject to the arbitration provisions of the grievance procedure.

## **ARTICLE 26: ANNUAL LEAVE**

26.1: Employees covered by this Agreement shall upon completion of continuous years of service, earn Annual Leave (vacations) at the following rate:

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

26.2: Any member covered by this Agreement may request his vacation paycheck in advance of his scheduled annual vacation leave by submitting a written request to the City Payroll Department no later than three (3) weeks prior to the commencement of his annual vacation leave.

26.3: Not later than August 1st of each calendar year, an employee may elect to redeem up to a maximum of forty (40) hours of the unused annual (vacation) leave. Payment for such redemption to be made by or before September 10th following the redemption request.

26.4: If an employee's scheduled vacation is involuntarily canceled due to the City's personnel needs, occasioned by civil disorder or emergency, the employee shall be permitted to reschedule at a mutually agreeable time. If a rescheduled time cannot be mutually agreed upon, the City shall redeem that period of scheduled vacation time that had been cancelled.

26.5: No employee covered by this Agreement shall receive a benefit greater than those provided in this Article without regard to any current or prior inconsistent practice.

26.6 All Bargaining Unit members who enter the DROP after the ratification of this Agreement shall be able to elect to maintain a total balance of up to 40 hours of his/her accrued annual leave and/or compensatory leave for use while participating in the DROP.

**ARTICLE 27: UNIFORMS AND UNIFORM CLOTHING**  
**MAINTENANCE ALLOWANCE**

27.1: Initial uniform issue supplied by the City for all sworn personnel consists of the following:

<b><u>Quantity</u></b>	<b><u>Item Description</u></b>
1 each	Ballistic Vest w/cover
1 each	Winter Jacket w/liner
1 each	Baseball-style cap
1 each	Breast Badge
1 each	Handcuffs
1 each	ASP
1 each	Name Pin
1 each	Flashlight
1 each	Rain Suit/Coat, including boots
6 each	Short or long sleeve shirts
5 pair	Trousers/Battle Dress Uniform (BDU)
1 Service Weapon	Including (3) Magazines
55 rounds	Service Weapon Ammunition
1 each	Chemical Agent

27.2: In addition to these uniforms provided in 27.1, aAdditional uniforms supplied by the City for specialized sworn personnel consists of the following:

<b><u>Assignment</u></b>	<b><u>Quantity</u></b>	<b><u>Item Description</u></b>
Motor Officer	5 each	Trousers
Street Crimes	5 each	Trousers/BDU
K-9 Officer and SWAT	5 each	BDU
Motor Officer	1 each	Helmet
Motor Officer	1 pair	Boots
<u>Crisis Negotiation Team</u>	<u>3 pair</u>	<u>Shirts and Trousers</u>
<u>SWAT</u>	<u>3 pair</u>	<u>Shirts and Trousers</u>
<u>Dive Team</u>	<u>3 pair</u>	<u>Shirts and Trousers</u>
<u>Field Force</u>	<u>3 pair</u>	<u>Shirts and Trousers</u>

27.3: Upon promotion, the following will be issued (as applicable):

<b><u>Quantity</u></b>	<b><u>Item Description</u></b>
6 sets	Sergeant Chevrons
1 set	Sergeant Collar Insignia
1 set	Lieutenant Bars



- 27.4: Replacement of issue items on a turn-in, reissue basis, will be furnished by the City, limited to the following items and quantities only. Replacements must be requested by July 1<sup>st</sup> of each year. Additional replacements may be made on an as needed, turn-in, reissue basis (i.e. transfers, promotions, etc.), case-by-case, as determined by the Chief of Police or his designee.

<u>Quantity</u>	<u>Item Description</u>
3 each per year	Short sleeve or long sleeve
3 pair per year	Trousers/BDU
(Or any 6 combination)	

- 27.5: All newly hired Officers will be issued a complete set of leather or nylon items as required by the Department Manual. Repair or replacement of leather or nylon items for current Officers will be made by the City as needed as these items are required and specialized. There shall be one \$50.00 shoe reimbursement per member, per fiscal year (October 1st through September 30th). This benefit will be paid either by voucher to the supplier or to the individual member at the discretion of the City.
- 27.6: The City will maintain and repair city-supplied service weapons, certified by the Department Range Officer as needed. Maintenance and repair of personal weapons will be the responsibility of the Officer.
- 27.7: The City will repair or replace Officer's personal prescription eyeglasses or wristwatches, damaged, destroyed or lost in the line of duty, up to a maximum cost of \$125.00 each. The City will not be responsible for repair or replacement of Officer's personal prescription eyeglasses or wristwatches, damages, destroyed or lost due to the Officer's own negligence, nor for non-prescription sunglasses for any reason.
- 27.8: All City property issued to members of this Bargaining Unit must be returned and accounted for, in serviceable condition at the time of resignation, retirement, termination, or any other permanent cessation of services. Those items that are marked as washable will be properly laundered, dried and hung on suitable hangers and covered with clear plastic garment covers. Those items that are marked "dry clean only" will be properly dry-cleaned, hangered and bagged as indicated.
- 27.9: All Uniform members of the Bargaining Unit will receive a uniform maintenance allowance of \$50.00 per month; maintenance shall include all necessary cleaning and/or laundering and repair of garments and/or included accessories.
- 27.10: All members of the Bargaining Unit assigned to non-uniform duty will receive a maintenance allowance of \$75.00 per month or \$100.00 per month if the assignment requires the members to wear business attire (business attire shall

mean shirt, slacks and a tie for men); maintenance shall include all necessary cleaning and/or laundering, repair and/or replacement of garments and/or accessories; uniforms, leather, and other accessory items listed in Sections 1, 2 and 3 above, will be retained by the Officer for such occasional use as duty may require, or when or if the Officer should return to regular uniform duty.

- 27.11: No member of the Bargaining Unit may receive both allowances; as detailed in Sections 9 and 10 for the same period of time.
- 27.12: The City reserves the right to issue "Class A" uniforms, components of which shall be determined solely by the Police Chief. Upon such issue, the Police Chief shall publish notice as to when and where such "Class A" uniforms are to be worn.
- 27.13: For those Bargaining Unit members who are required to wear uniforms and from time to time wear plain clothes in the carrying out of their assigned duties for the City of Hollywood, they will receive a maintenance allowance of \$75.00 for any month in which they work a majority of their total duty time in that month in plain clothes; otherwise they will only receive the standard \$50.00 per month all uniformed members are paid.
- 27.14: After twenty (20) years of service and upon separation in good standing, a member may purchase his/her service weapon for seventy-five dollars (\$75.00).
- 27.15: Any bargaining unit member whose assigned duties require the use of equipment described in this Article but who is on light or limited duty status shall receive said equipment unless otherwise prohibited, or unless the member is on light or limited duty due to a medical and/or psychological condition, or the member is relieved of duty status based on a pending internal affairs investigation.

## **ARTICLE 28: BEREAVEMENT LEAVE**

- 28.1: In the event of a death in the immediate family, an employee will be granted three (3) working days with pay; such leave shall not be charged to sick leave or vacation leave, or any other earned leave, but shall be in addition thereto. The City reserves the right to request proof of death upon employee's return to duty.
- 28.2: Immediate family is defined as a spouse, child, step-child, 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, step-mother, step-father, and domestic partners as defined by Broward county's registration of domestic partners or any other county/state registration of domestic partners, legally appointed guardians, or, with the City's approval, any person who has acted in such a capacity relative to the employee.
- ÷
- ~~a) — Father, grandfather or father-in-law~~
  - ~~b) — Mother, grandmother or mother-in-law~~
  - ~~c) — Husband or wife~~
  - ~~d) — Son or daughter, grandchildren, step parents~~
  - ~~e) — Brother or sister~~
- 28.3: An employee eligible for bereavement leave pursuant to Section 1 of this Article which resulted from a death which occurred, or a funeral which is being held, outside of the State of Florida may apply to the Chief of Police for an additional two (2) days of bereavement leave (total of five).
- 28.4: The application of the benefits of working days being either 8 or 10 hours, and the Chief of Police decision granting or denying the additional two (2) days of bereavement leave pursuant to Section 3, shall be final, and not subject to grievance or arbitration.

## **ARTICLE 29: SICK LEAVE**

- 29.1: Sick Leave is accrued at the rate eight (8) hours per calendar month for each month worked by covered employees. Sick leave shall not accrue during unpaid leaves of absence.
- 29.2: Sick leave used shall be charged against the employee's account on an hour-for-hour basis. Covered employees may not draw against future unearned sick leave.
- 29.3: Employees hired on or before January 31, 1994 have selected one of two options regarding liquidation of sick leave. This one time irrevocable choice has been placed in the employee's personnel file, which will constitute the official record.
- 29.4: Employees hired after January 31, 1994 that subsequently terminate their employment with the City for any reason whatsoever, shall be entitled to liquidate accrued, unused sick leave. Accrued sick leave will be paid at the employee's hourly rate that is in effect on their date of separation or upon entering the Reformed Planned Retirement Benefit as specifically set forth in Article 37. Liquidation of unused sick leave shall be based upon full years of service and shall be subject to the following maximum limitations:

<b><u>Yrs. of Completed Service</u></b>	<b><u>% of Sick Leave Paid</u></b>
Less than ten (10) years	20%
Ten (10) years or more but less than twenty (20) years or a non-job related disability	40%
Twenty (20) yrs. or more or a job related disability	70%

- 29.5: At the employee's discretion, accrued sick time may be donated to another employee within the Bargaining Unit to cover a prolonged or long-time illness/injury absence provided that the donor employee shall have completed not less than five (5) years of continuous service. Such donations shall be on a dollar for dollar basis.

## **ARTICLE 30: HOLIDAYS AND HOLIDAY PAY**

30.1: The following legal holidays shall be observed in the manner indicated in Section 30.2 below:

New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

Employee's Birthday: The Birthday holiday shall be taken at the discretion of the employee with the consent of the Employee's Supervisor, provided the Employee shall not receive the holiday more than one (1) week prior to the actual Birthday.

30.2: All members covered by this Agreement shall receive eight (8) hours of holiday pay or time, at the option of the employee, to be added to annual leave (except for the one-half days - then four (4) hours) as each designated holiday occurs. Members shall not receive any other compensation for the designated holiday; whether they are on or off duty on the actual holiday date is immaterial.

30.3: Each member covered by this Agreement is entitled to one (1) personal day off per calendar year. This personal day may be taken at the convenience of the employee, provided he submits his request to the Police Chief or his designee, not less than twenty-four (24) hours in advance of the beginning of the requested personal day off. Such request may be deferred by the Chief due to Departmental work requirements. The personal day may not be carried forward or accumulated from year to year.

30.4: Each employee shall be entitled to one additional work day of administrative "use it or lose it" time off. This administrative leave is subject to the same request and approval requirements of personal days in Section 30.3. This "use or lose it" day off must be used before December 31, of the next calendar year (e.g., the day issued on October 1, 2018 must be used on or before December 31, 2019, etc.). This "use it or lose it" administrative day cannot be carried over beyond the applicable expiration date and it cannot be converted to any other leave or paid out at any time, including upon termination or retirement.

## **ARTICLE 31: SENIORITY**

- 31.1: The term "rank" when used, in this Article, shall mean Police Officer, Police Sergeant, and Police Lieutenant respectively. Rank Seniority shall be determined by date of appointment to respective ranks. If two or more employees attain rank seniority on the same date, seniority standing shall be determined by the test score used to establish their present rank. If the test score is the same, the date of application for employment with the Police Department will determine seniority status.
- 31.2: In the event of a layoff for any reason employees shall be laid off in the inverse order of Rank Seniority in the affected rank(s). Employees who are to be laid off who have advanced to their present rank from a lower rank in which they held a permanent appointment, shall be offered a position in a lower rank for which the Employee is qualified. Seniority in the lower rank shall be established according to the date of the employee's permanent appointment to that rank. Employees who do not accept a lower rank shall be terminated. Employees shall be reinstated according to seniority in the rank from which the employee was laid off. Employees who do not accept reinstatement shall be terminated.
- 31.3: Vacations shall be picked by rank seniority among members of each rank in each Section, Unit or Division of the Police Department according to total accumulated time in rank within the Department. The Chief of Police shall have the sole right to determine how many members of each rank can be on vacation at any one time within each Section, Unit or Division of the Police Department. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any event of disaster or emergency.
- 31.4: Seniority shall continue to accrue during all paid absences or leaves. Leave of absence without pay, for any reason, shall cause this date to be adjusted for an equivalent amount of time.
- 31.5: Transfers shall not be used for disciplinary purposes.
- 31.6:
- a) In the event of any permanent break in service occasioned by resignation, retirement, termination, or layoff, seniority credits shall cease; except that in the case of layoff only, if the employee is recalled, all such seniority credits shall be restored as adjusted by the period of absence caused by the layoff.
  - b) If the former employee was a Police Officer, his salary shall be one (1) pay step lower than that on the date of severance.
  - c) If the former employee was a Sergeant or a Lieutenant, his position on rehire shall be as a Police Officer at Step G of the Police Officer paygrade.

- d) The former employee, on rehire in accordance with the above shall be required to serve the standard one (1) year probationary period.

## **ARTICLE 32: BACK PAY**

- 32.1: An employee shall be entitled to recover, without penalty to the City, funds due him by reasons of error in the implementation or administration of the City pay plan and other applicable regulations affecting pay. This shall be done in conjunction with the employee's next paycheck whenever possible.



### **ARTICLE 33: PROBATIONARY PERIOD**

- 33.1: The standard probationary period for all employees shall be one (1) year from either of the following whichever is later:
- a) The date of hire or promotion; or
  - b) The date the employee achieves required education, certification or specialized training.
- 33.2: Shifts spent as an acting sergeant or acting lieutenant (as established in Article 21) shall be counted towards the member's promotional probationary time provided the member is promoted into the rank within six (6) months of holding the acting rank. Shifts worked at a higher rank will be compiled in minimum increments of forty (40) hour blocks (4/10 hour shifts or 5/8 hour shifts) consisting of full shifts. The compiling of the qualifying days worked at a higher rank shall be the responsibility of the individual member. The maximum amount of acting time that shall be counted towards the member's promotional probationary period shall be six (6) months.
- 33.3: Upon expiration of the time period as outlined above (Section 1), the Department Head will make a positive or negative recommendation for retention of the employee in the regular service, only at which time the employee shall be granted regular status, or terminated; or in the case of promotion, the employee is returned to his former status.
- 33.4: In the event the Department Head shall inadvertently fail to make such recommendation, the employee's status shall not change, pending that action, not to exceed five (5) working days from the date the action was due.
- 33.5: Failure to pass or complete probation cannot be appealed and is not subject to grievance or arbitration.
- 33.6: In cases where an employee is on probation or promotional probation and is on light duty or extended leave thirty (30) days or longer, the standard probationary period will be extended by the amount of time an employee is absent or unable to fully perform the job.
- 33.7: The City, through the discretionary authority of the Chief of Police and the Director of Human Resources, has the right to place newly hired Police Officers within the C/starting step and the G/4 step of the pay scale range for Police Officers, based on the newly hired officer's previous law enforcement experience.

## **ARTICLE 34: PERFORMANCE SERVICE RATING**

- 34.1: A permanent employee who has successfully completed probation, and who has received an overall performance service rating evaluation of unacceptable, may request an appeal within ten (10) calendar days of the receipt of the evaluation by making a request in writing to the next higher authority over the rater. Further appeals may be taken through the chain of command up to the Police Chief. The Police Chief will hear the appeal and render a decision in writing, which will be final and binding.
- 34.2: The purpose of any appeal is to:
- a) Determine compliance with Performance Service Rating procedures;
  - b) Determine whether the evaluation should be upheld or not and the reasons for this recommendation.
- 34.3: There shall be no Performance Service Rating evaluation placed in an employee's personnel folder unless they have been first given a copy.

## **ARTICLE 35: PERSONAL SECURITY**

- 35.1: In an attempt to prevent vandalism to personal vehicles of employees, the City agrees to maintain the lighting of the employee parking lot adjacent to the Police Headquarters Building for the purpose of deterring vandalism.
- 35.2: If a personal vehicle is damaged while parked in the Police Department parking lot, any damage claims caused by golf balls from the Orangebrook Driving Range or from falling tree limbs in the Police Parking lot will be submitted to the City's Risk Management Division for investigation. If the Director of Human Resources agrees that the City should accept the claim(s), the City will pay up to \$250.00 towards the deductible of the employee's insurance policy.

### **ARTICLE 36: ACCESS TO PREMISES**

- 36.1: Non-sworn Union representative (non-City employee) shall be given access to all public areas of the Police Department, and shall be given the use, upon request of the first floor classroom to confer with Bargaining Unit employees.
- 36.2: The provisions of this article shall be used only for grievance (complaint) handling, and not solicitation for membership. The grieving (complaining) Officer shall be held responsible to sign the representative into the building, and escorting and signing him/her out of the building at the conclusion of their meeting. The representative shall not be otherwise permitted to be in any non-public area, unless permitted by the Chief or his designee.

## **ARTICLE 37: PENSION AND PENSION PLANS**

- 37.1: The pension benefits for police officers shall be governed by the Police Pension Plan set forth in Chapter 33 of the Code of Ordinances. 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.
- 37.2: The City ~~agrees to amend~~ed the Police Pension Plan Ordinance ~~no later than sixty (60) days after the ratification of this 2018-2021 Agreement on February 20, 2019,~~ as follows:
- A. Creation and inclusion of three categories of members, one category consisting of currently employed members who were hired on or before 9/30/2011 and will be eligible to retire on or before 9/30/2020 based on a normal retirement date of age 50 or 22 years of continuous service ("Group One Restored Members"); a second category consisting of currently employed members who were hired on or before 9/30/2011 and will not be eligible to retire until after 9/30/2020 based on a normal retirement date of age 50 or 22 years of continuous service ("Group Two Restored Members"); and a third category consisting of members who were/are hired after 9/30/2011 ("Group Three Members").
  - B. Group One Restored Members: ~~Provide that immediately upon adoption of the ordinance amending the Police Pension Plan Ordinance pursuant to this 2018-2021 Agreement, t~~The following pension benefits in effect on September 30, 2011 ~~will be~~were restored to Group One Restored Members as specifically provided in the following subsections:
    - 1) A 3% multiplier for the first 20 years of continuous service, a 4% multiplier for the 21<sup>st</sup> year of continuous service, and upon completion of 22 years of continuous service, an accrued benefit of 80% of average final compensation;
    - 2) A definition of earnings to include salary, overtime pay not to exceed 300 hours per year, longevity pay, assignment pay, payments for accrued holiday time, payments for accrued blood time, and payments for accrued compensatory time but not to include payments for unused sick time or for unused vacation time;
    - 3) A new definition of average final compensation that shall include the average of the member's highest three years of earnings preceding the member's actual retirement or termination date;
    - 4) A normal retirement date of age 50 or 22 years of continuous service;

- 5) For currently employed Group One Restored Members who did not participate in the deferred retirement option plan ("DROP plan"), a 2% annual increase in benefits commencing three years after the date retirement benefits begin. For currently employed Group One Restored Members who participated in the DROP, a 2% annual increase in benefits commencing upon the later of (i) separation of employment and (ii) three years after the member entered the DROP;
- 6) Only those currently employed Group One Restored Members participating in either the DROP plan or the reformed planned retirement benefit on ~~the date this 2018-2021 Agreement is ratified by both parties~~February 20, 2019, shall be eligible for the supplemental pension distribution;
- 7) A maximum normal retirement benefit of 80% of average final compensation;
- 8) Eligibility to participate in the DROP plan with the Group One Restored Member to select an entry date on or after the day the member attained or attains age 50 or completed or completes 22 years of continuous service, subject to the existing limitation of 30 years of service with the City. Any member who attained age 50 or completed 22 years of continuous service before ~~the date of adoption of the ordinance amending the Police Pension Plan Ordinance pursuant to this 2018-2021 Agreement~~February 20, 2019, and was not already participating in the reformed planned retirement benefit before ~~the ratification date of this 2018-2021 Agreement by both parties~~February 20, 2019, who ~~wants~~wanted to participate retroactively in the DROP plan ~~must~~was required to submit his or her irrevocable written election/decision within 60 days ~~of February 20, 2019, after the approval date of the ordinance amending the Police Pension Plan~~ to participate retroactively in DROP plan starting on or after the date the member reached age 50 or 22 years of continuous service. Any member who attained age 50 or completed 22 years of continuous service before ~~February 20, 2019, the date of adoption of the ordinance amending the Police Pension Plan Ordinance pursuant to this 2018-2021 Agreement~~ and was already participating in the reformed planned retirement before ~~February 20, 2019, the ratification date of this 2018-2021 Agreement by both parties~~ who ~~wants~~wanted to change from the reformed planned retirement benefit to the DROP plan ~~must~~was required to submit his or her irrevocable written election/decision within 60 days ~~of February 20, 2019, after the approval date of the ordinance amending the Police Pension Plan~~ to change retroactively the member's participation to the DROP plan starting on or after the date the member attained age 50 or 22 years of continuous service. No member shall receive any benefits from both the DROP plan and the reformed planned retirement benefit;

- 9) With ten or more years of continuous service, a vested benefit commencing upon attainment of age 50; and
  - 10) 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: Provide that effective October 1, 2020, the following pension benefits in effect on September 30, 2011 will be restored to Group Two Restored Members as specifically provided in the following subsections:
- 1) A 3% multiplier for the first 20 years of continuous service, a 4% multiplier for the 21<sup>st</sup> year of continuous service, and upon completion of 22 years of continuous service, an accrued benefit of 80% of average final compensation;
  - 2) A definition of earnings to include salary, overtime pay not to exceed 300 hours per year, longevity pay, assignment pay, payments for accrued holiday time, payments for accrued blood time, and payments for accrued compensatory time but not to include payments for unused sick time or for unused vacation time;
  - 3) A new definition of average final compensation that shall include the average of the member's highest three years of earnings preceding the member's actual retirement or termination date;
  - 4) A normal retirement date of age 50 or 22 years of continuous service;
  - 5) For currently employed Group Two Restored Members who do not participate in the DROP plan, a 2% annual increase in benefits commencing three years after the date retirement benefits begin. For currently employed Group Two Restored Members who participate in the DROP plan, a 2% annual increase in benefits commencing upon the later of (i) separation of employment and (ii) three years after the member entered the DROP plan;
  - 6) A maximum normal retirement benefit of 80% of average final compensation;
  - 7) Eligibility to participate in the DROP plan with the Group Two Restored Member to select an entry date on or after the day the member attained or attains age 50 or completed or completes 22 years of continuous service, subject to the existing limitation of 30 years of service with the City. Upon

reaching a normal retirement date, a Group Two Member may elect to participate in the reformed planned retirement benefit as an alternative to choosing DROP participation but cannot participate in both and the Member's decision shall be irrevocable;

- 8) With ten or more years of continuous service, a vested benefit commencing upon attainment of age 50; and
  - 9) 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 and 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.
- D. Earnings in the DROP plan account of all members hired on or before September 30, 2011 shall be one of the following options: (1) the variable rate of return, which for any month shall be the actual net rate of investment gain or investment loss on the Retirement System's assets for the month, determined as of the last day of the month, reduced in the event of a net investment gain or increased in the event of a net investment loss by an administrative fee determined by the Board; or (2) 6% per year, minus administrative costs; provided, however, if plan earnings exceed 6% per year, earnings in excess of 6% per year and not in excess of 12% per year shall offset the City's cost of maintaining the DROP plan program, and plan earnings in excess of 12% per year shall be equally divided between the DROP participant and the City.
- E. Group Three Members: Effective October 1, 2020, the following pension benefits changes will be made for Group Three Members as specifically provided in the following subsections:
- 1) Add a normal retirement date of 22 years of continuous service to the existing normal retirement date of age 55 with 10 years of continuous service;
  - 2) A maximum normal retirement benefit of 75% of average monthly earnings;
  - 3) Maintain the 3% multiplier for the first 21 years of continuous service but allow Group Three Members to retire upon completion of 22 years of creditable service at an accrued benefit of 75% of their average final compensation; and
  - 4) Increase the maximum participation period for Group Three Members in the reformed planned retirement benefit from five years to eight years, which means that a Group Three Member will be eligible to enter the reformed planned retirement benefit after completion of 22 years of



service, subject to the other existing limitation of 30 years of service with the City.

- F. Increase the employee contribution rate for all three categories of members to 9.5%, effective the 1<sup>st</sup> full pay period that starts on or after ~~the adoption of the ordinance amending the Police Pension Plan Ordinance pursuant to this 2018-2021 Agreement~~ February 20, 2019. Upon entry into the DROP plan, Group One Restored Members and Group Two Restored Members shall cease making employee contributions. Upon entry into the reformed planned retirement benefit, Group Three members shall contribute 0.5% of the member's earnings until termination of employment.
- G. Add language to allow in-service distributions to retired police officers who are re-hired on a part-time basis, as permitted by the Internal Revenue Code and Treasury Regulations. In such event, the re-hired part-time police officer will not earn additional service credit in the Plan but will be paid the member's normal retirement benefit as defined in the Ordinance.

~~The parties agree that other non-substantive changes to City Code Chapter 33, the Police Pension Ordinance, as agreed to by the parties, may be made as long as such revisions do not change or alter the rights, benefits, or contributions of any active or retired member and do not change or alter the costs or contributions of the City, except as specifically provided in the subsections of this Article 37 of the 2018-2021 Agreement.~~

- 37.3 Police officers shall become members of the Police Pension Plan and begin contributing into the Police Pension Plan upon the officer's hire date with the City as a certified police officer.
- 37.4: If an employee terminates employment with the Police Department with less than ten years of service, either voluntarily or by discharge, and is not eligible for any other benefit under the Police Pension Plan, the employee shall receive a refund of the employee's contributions, without interest.
- 37.5: The parties agree by mutual consent that all premium tax refunds received by the City pursuant to Chapter 185, Florida Statutes, shall be used to offset City contribution requirements. The parties also agree, by mutual consent and in accordance with Senate Bill 1172, to create a share plan. The share plan shall not be funded during the term of this ~~2018-2021~~ Agreement.
- 37.6: The parties agree that if any changes in state law or any action by the Division of Retirement or the Pension Board eliminates or reduces the annual amount of premium tax refunds below \$1,000,000.00, then the parties agree to reopen Article 43.3 of this Agreement to re-negotiate the percent wage increase of the applicable fiscal year.

- 37.7: The parties agree that to be eligible for any of the pension benefit enhancements provided in this Article, the employee must be actively employed by the City (and not participating in DROP) on or after ~~the date this 2018-2021 Agreement is ratified by both parties~~ February 20, 2019. ~~The parties agree that the impact statement setting forth the estimated cost of the pension plan amendments must be completed by the pension plan actuary before this 2018-2021 Agreement will be submitted to the City Commission for ratification.~~
- 37.8: 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 any part of the Collective Bargaining Agreement or the Pension Plan 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 any tribunal or through settlement of any matter related to such changes, including the pending unfair labor practice charges that are on appeal in Case Number 1D12-3901 and PERC Case No. CA-2011-098 and/or the unfair labor practice charges that are stayed in PERC Case No. CA-2012-016.
- 37.9: As per the provisions of the Hollywood Police Officer's Pension Plan, a member who has been found to be permanently disabled may be assigned to an available light duty position within the Police Department. The City will make available two budgeted positions. As a need arises, future positions maybe budgeted at the City's discretion.
- 37.10: Any spouse of a deceased retiree may continue health care coverage and will be responsible for the entire premium.
- 37.11: If the actuarial assumption rate changes during the term of this Agreement, the City may re-open this article with 30 days' notice to the PBA.
- 37.12: The parties agree to meet on a quarterly basis during the term of this ~~2018-2021~~ Agreement to explore different options so that the costs associated with the pension plan and the pension plan's unfunded liability may be reduced. Present at these meeting shall be four bargaining unit employees selected by the Union and four management representatives selected by the Police Chief. The parties shall meet upon the request of either party, or at other specific times mutually agreed upon.

## **ARTICLE 38: COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 38.1: It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Agreements, and concluding all collective bargaining during its term, except as otherwise specifically provided in this Agreement. The Union specifically waives the right to bargain during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the other parties at the time this Agreement was negotiated.
- 38.2: It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws, or mandatory Federal or State Laws, or mandatory provisions of the City Charter, such parts shall be renegotiated and the appropriate mandatory provisions shall prevail.
- 38.3: Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid, or unenforceable, by a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet as soon as practical to negotiate substitute provisions of this Agreement.

### **ARTICLE 39: EDUCATION AND INCENTIVE PAY PROGRAM**

- 39.1: It is the policy of the Police Department to assist permanent full-time Officers 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 Department by assisting them in performing their duties. In furtherance of this policy, the City shall provide employees certain terms and conditions as follows:
- a) To be eligible to participate in the Educational and Incentive Pay Program, a newly hired member must have achieved permanent status by successfully completing the probationary period. Effective October 1, 2009, employees who are participating in the DROP shall not be eligible for tuition reimbursement.
  - b) Members must receive "satisfactory" or better Employee Performance Evaluations prior to the beginning of the course work.
  - c) 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) Employees shall be limited each fiscal year to a maximum total of \$1,800.00 annually for tuition reimbursement costs.
  - e) Employees who receive benefits under this program, who voluntarily leave the City's employment within two (2) 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.
- 39.2: Members 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 and Incentive Pay Program, all course work must be properly approved prior to the beginning of the class by the Police Chief.
  - b) Members desiring reimbursement must submit a written request for approval from the Chief of Police.
  - c) Reimbursement will be for courses leading to college or post graduate degrees. Reimbursement may be provided for on-line coursework for core courses required by a residential degree program. Tuition will not be

reimbursed for total on-line degree programs and/or on-line degree program electives.

- 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 member may be attending a private educational institution.
- e) When a member completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the Chief of Police. The reimbursement procedure for law enforcement related courses will consist of the following:
  - 1. 100% reimbursement when a grade of "A" or "B" is earned.
  - 2. 100% reimbursement for successfully completing pass/fail courses.
  - 3. 50% reimbursement when a grade of "C" is earned.
  - 4. 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".
  - 5. Employees receiving aid or who have scholarship as well as employees qualifying for benefits under the G.I. Bill or other 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. The Program covers tuition costs and books.

39.3: There shall be no incentive payments by the City for achieving educational levels above the minimums required to hold any position in the Bargaining Unit. Education incentive payments as mandated by Florida State Statutes shall be made in accordance with those applicable statutes.

39.4: In the event the State of Florida should discontinue the mandate on Education and Incentive pay during the term of this Agreement, the parties agree to immediately commence negotiations, on this one issue only, on demand of the Union. Results of such negotiations shall be for the balance of the term of this Agreement and shall be incorporated herein.

39.5: If a member proposes to attend local schools to further his education, the City agrees that they will make reasonable efforts to accommodate scheduling to permit school attendance. It is understood that requests will be handled on first come, first serve basis and will not interfere with the effective operation of the Department.

## **ARTICLE 40: VEHICLE TAKE HOME**

40.1: The purpose of this article is to provide the appearance of additional police presence. To this end, there shall be a vehicle take-home policy, subject to the following:

Members who have passed probation and who reside within the Tri-County area (Miami-Dade, Broward and Palm Beach Counties) a 45-mile using a direct line radius measured from Police Headquarters shall:

- a) Have assigned take-home vehicles.
- b) Those members living outside the City limits of Hollywood but within the above noted boundaries will reimburse the City for the use of said vehicle on a monthly basis according to the following mileage schedule, which shall be measured from Police Headquarters to each officer's residence:

Up to 10 miles:	\$50
10.1 to 20 miles:	\$55
20.1 to 30 miles	\$60
30.1 to 45 miles:	\$70
<u>45.1 or more miles</u>	<u>\$100</u>

~~Except that the specific bargaining unit employees who were employed as of July 15, 2009 and who are listed in the Letter of Understanding ("LOU") dated July 15, 2009, who live beyond the Miami-Dade County (north of N.W. 119th Street east of Palmetto Expressway) or Palm Beach County (south of Glades Road and East of 441) boundaries but within Palm Beach County or Miami-Dade County as of July 15, 2009 will reimburse the City \$100.00 per pay period as addressed in the LOU.~~

- c) A policy will be established by the Chief of Police for the use of said vehicles. However, any such policy will not abridge the current Department Policy which allows the Police Chief to approve the utilization of said vehicles for authorized extra duty employment.
- d) Upon the sole discretion of the Chief of Police, those members on probation who have successfully completed the FTO program may have an assigned vehicle contingent upon availability.

40.2: Vehicles that by the nature of their assignment require security and/or maintenance of equipment and/or rapid response to their specialized duty assignments, may be authorized by the Chief of Police or his designee, in his sole discretion, for take home upon the completion of a member's tour of duty, and will not be subject to 40.1 (b).

- 40.3: No Bargaining Unit member will be denied the use of a city take home vehicle except in those instances wherein a member has been found to have violated the take home vehicle policy or the accident vehicle policy. Therefore, at the member's option, appeals may be made to the Chief of Police. The Chief of Police's determination shall be final and binding on the member. The suspension of the use of a take home vehicle cannot be appealed through the grievance and arbitration procedure.
- 40.4: Any bargaining unit member who is assigned to light or limited duty status due to a medical and/or psychological condition, as well as any unit member who is relieved of duty based on a pending internal affairs investigation shall not be entitled to the take-home vehicle benefit (or the equipment described in Article 29). Any unit member who is assigned to light or limited duty status for any reason other than those stated in the prior sentence and who would otherwise be entitled to a take-home vehicle under this Article, but whose assigned duties do not require the use of a City vehicle, will receive, in the Police Chief's sole discretion, either a take-home vehicle or a vehicle allowance not to exceed \$200.00 per month.

## **ARTICLE 41: SERVICES TO THE UNION**

- 41.1: The City will furnish to the Union one (1) hard copy and one (1) electronic copy each of all written rules, regulations pertaining to all City-employee relations, including but not limited to:
- a) City Administrative Orders;
  - b) Personnel Rules and Manuals;
  - c) Department Administrative Orders and any such General Orders affecting wages, hours, and working conditions.
- 41.2: The City will furnish the Union, on a semi-annual basis, a complete roster of the Bargaining Unit, including name, rank, present assignment and current pay scale. The City will also provide a supplemental listing of all Bargaining Unit new hires and terminations each pay period.
- 41.3: The City will furnish the Union 20 copies of the collective bargaining agreement as soon as it is printed.
- 41.4: The City will provide the Union one (1) bulletin board up to 16" x 33" in a mutually agreeable, appropriate place for the display of appropriate Union literature, correspondence and notices. The names and telephone numbers of the Union Officers and Business Agent may also be displayed. All material posted by the Union will be identified as "Union Notices" In addition, the City will allow appropriate Union Notices, subject to approval by the Chief of Police, to be sent electronically to bargaining unit members via the City's e-mail system Administrator.
- 41.5: One designated PBA representative, when on duty and when organizationally feasible, shall be allowed time off with pay to attend any regular or special meetings of the City Commission at which matters affecting Bargaining Unit members are to be discussed or acted upon.



## **ARTICLE 42: BEARDS**

- 42.1: Members of this Bargaining Unit will be permitted to wear beards subject to the following guidelines:
- a) The beard will follow the jaw line and will be kept neatly trimmed and clean at all times and not more than one (1) inch in length at its longest point;
  - b) The beard will not extend down from the crease of the neck nor up onto the cheek under the eye;
  - c) The beard must be developed while on vacation or otherwise away from the Department; individuals will not be permitted to maintain shabby appearances as a result of a simple failure to shave.
- 42.2: The member's immediate Supervisor shall have the responsibility of enforcing these guidelines. Any dispute will be submitted to the Chief whose decision will be final and not subject to grievance.

## **ARTICLE 43: WAGES**

- 43.1: a) Employees will advance annually to the next base pay grade in the Pay Chart based on their anniversary date through pay grade I/6 on the Pay Chart.
- b) Advancement to pay grade L-10 will be after 10 years of continuous service; to pay grade L-13 after 13 years of continuous service; to pay grade L-16 after 16 years of continuous service; to pay grade L-20 after 20 years of continuous service.
- c) No employee may exceed the maximum base pay rate for the employee's classification.
- 43.2: When an employee is promoted, the employee will be moved from the employee's current base pay grade of the lower classification into the same base pay grade of the promoted classification on the Pay Chart (e.g., a Police Officer at pay grade I/6 would move to pay grade I/6 in the Sergeant classification; and a Sergeant at pay grade L-16 would move to pay grade L-16 in the Lieutenant classification).
- 43.3: As noted in the base pay salary schedules, attached as Appendix I, the following pay increases shall be made to the base pay salary schedules:
- a) Effective in the first full pay period ~~on or after~~after the ratification date of this Agreement—April 1, 2019, each level of base pay will be increased by two (2% percent) retroactive to the first full pay period on or after October 1, 2021.
- b) A one-time premium payment (pursuant to the definition of "Premium Pay" as defined by the American Rescue Plan Act of 2021) of \$1,000 net per member paid on the first full pay period after the ratification date of this Agreement.
- ~~b)c) Effective in the first full pay period on or after October 1, 2019, each level of base pay will be increased by two (2%) percent.~~
- ~~c) Effective in the first full pay period on or after October 1, 2020, each level of base pay will be increased by two (2%) percent.~~
- ~~d) The Parties agree that each pay increase shall be subject to the re-opener provided in Article 37 of this Agreement.~~

## **ARTICLE 44: EMPLOYEE ASSISTANCE PROGRAM**

- 44.1: ~~The City cares about the well-being of all employees on and off the job and provides a comprehensive Employee Assistance Program (EAP). An Employee Assistance Program offers covered 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 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. The City agrees to continue the Employee Assistance Program (EAP) to assist employees who are experiencing personal problems which the employee legitimately believes may be affecting his or her job performance.~~ The program is available to all employees and family members and employee participation in the EAP shall be voluntary, confidential and not used for, or considered in matters relating to performance evaluation, discipline, transfers or promotions. ~~An employee's participation in the EAP Program will be limited to one (1) course of treatment for any one condition. Employees are responsible and accountable for maintaining satisfactory job-related standards throughout and following any participation in the EAP. In this regard, a~~An employee's participation in the EAP may not mitigate and/or avoid disciplinary action, unless otherwise determined by the Police Chief or his designee.
- 44.2: The City will exclusively determine the EAP Provider and the level of service provided.

## **ARTICLE 45: DRUG FREE WORK PLACE**

- 45.1: The City and the Union offer their joint advocacy of a Drug-Free Work Place. To that end, the parties recognize that the health issue of substance abuse by employees will continue to be addressed in a pro-active manner through the Police Department Rules and Regulations.

## **ARTICLE 46: PHYSICAL FITNESS/WELLNESS PROGRAM**

- 46.1: On a voluntary basis, and no less than once a year, employees may participate in a medically based screening program as determined by both the City and the Union. If, at the time of examination, it is found that an employee is a high cardiac profile risk, or presents the potential for a serious medical condition, it will be recommended that he/she seek the services of a health professional for counseling and monitoring as appropriate.
- 46.2: Employees shall abide by a City wide "no smoking" policy as provided by the City. This agreement is conditioned upon a City-wide approval of the policy and is uniformly applied to all personnel.
- 46.3: The City shall, at its own expense, provide voluntary classes to assist interested current employees who wish to stop smoking. This will be accomplished through the use of smoking cessation classes or through the use of medically approved smoking cessation prescriptions. All such methods shall be pre-approved by the City.
- 46.4: Effective June 7, 2006 it shall be a continuing condition of employment for any officer hired after that date to refrain from smoking and the use of any tobacco products, except as stated in this section.
- The City agrees to recognize a very limited exception to this prohibition against the use of all tobacco products that will allow for such employees to smoke a single cigar at significant celebrations, such as a wedding, the birth of the child of the employee's family or friends or other similar significant event that may occasionally occur on an irregular basis.

46.5 The "Wellness Program" set forth in departmental SOP 112 shall form part of this Agreement and shall not be eliminated or amended except by mutual consent.

## **ARTICLE 47: HOLLYWOOD OFFICERS' MEMORIAL BENEFIT**

47.1: In recognition of the following brave officers who gave the ultimate sacrifice while protecting the citizens of the City of Hollywood, the City shall increase the term life insurance policy to a face amount of \$100,000.00 for each employee covered by this contract, at no cost to the employee during the term of active employment. The obligation to provide such life insurance shall cease upon the employee's retirement or termination of service for any reason.

Officer Owen Coleman, killed in the line of duty January 24, 1926

Officer Henry T Minard, killed in the line of duty November 18, 1972

Officer Byron W. Riley, killed in the line of duty August 30, 1973

Officer Phillip C. Yourman, killed in the line of duty August 30, 1973

Officer Frankie Shivers, killed in the line of duty September 5, 1982

Officer Alex Del Rio, killed in the line of duty November 22, 2008

Officer Jon Cooke, killed in the line of duty July 2, 2021

Officer Yandy Chirino, killed in the line of duty October 18, 2021

## **ARTICLE 48: DURATION OF AGREEMENT**

- 48.1: This Agreement shall be effective October 1, ~~2018-2021~~ or upon ratification of the parties, whichever is later, and shall remain in full force and effect until September 30, ~~2021~~2022.
- ~~48.2: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing and by certified mail, not later than May 15, 2021 that it desires to modify the Agreement with negotiations to begin in June, 2021. Such notifications shall include a list of articles, which shall inform the other party of the items they desire to negotiate.~~
- 48.~~3~~2: Specific provisions as to effective dates found in any of the various Articles of this Agreement, shall not be affected by the provisions of Section I (above). In case of conflict, the specific Article provisions shall prevail. Employees must be actively employed on or after the ratification date of this ~~2018-2021~~ Agreement to be eligible for any of the benefits provided in this Agreement, in accordance with state law.
- 48.~~4~~3: All Letters of Understanding entered into between the City and PBA prior to the ratification 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 hereby executed with the signatures affixed hereto.

Dated this \_\_\_\_\_ of \_\_\_\_\_, ~~2019~~2022

WITNESSES:

BROWARD COUNTY PBA

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

As to the Broward County PBA

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

WITNESS:

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

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

Mayor

Attest:

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

City Manager

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Director of Financial Services

\_\_\_\_\_

Assistant City Manager

\_\_\_\_\_

Director of Human Resources

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

\_\_\_\_\_

CITY ATTORNEY



# **APPENDIX PAY CHARTS**