

**SUPERVISORY
EMPLOYEE
ORGANIZATION
AGREEMENT**

between

CITY OF HOLLYWOOD

and

HOLLYWOOD, FLORIDA, CITY EMPLOYEES
LOCAL 2432 OF AFSCME, AFL-CIO
A.K.A. AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Local 2432

October 1, 2015

through

September 30, 2018

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ARTICLE 1 - RECOGNITION

Section 1: The employer recognizes Local 2432, Hollywood, Florida, City Employees Local 2432 of AFSCME, AFL-CIO (hereafter the "Union") as the sole and exclusive bargaining agent, with respect to wages, hours, pensions, and other conditions of employment, for all Employees in the bargaining unit, as per PERC Certification Number 1240 (RC-98-088) granted by the Florida Public Employees Relations Commission, and clarified by UC-2000-021 attached as Appendix I, and as may be amended in the future by the appropriate authority of the State of Florida.

Section 2: The Union recognizes the City Manager (or designee) as the exclusive representative for the City of Hollywood, Florida (hereafter the "City" or "Employer"). The Union, its agents and representatives, agree to bargain collectively pursuant to Fl. Statute 447 only with the City Manager or his/her designee.

Section 3: The parties agree that if additional classifications are created or reclassified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new classifications shall be included in the Bargaining Unit.

Section 4: The City recognizes and shall deal with the appropriate Union Business Agent, International Representatives and any other Union members and/or attorneys, designated by the Union President, in those matters relating to collective bargaining and administration of the Collective Bargaining Agreement between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President, or designee.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: Subject to the provisions of this Agreement, it is the right of the City to determine unilaterally:

- a) the purpose of each of its constituent agencies.
- b) set standards of services to be offered to the public.
- c) exercise control and discretion over its organization and operations.
- d) manage and direct its workforce including the right to take disciplinary action for just or proper cause; hire, promote, rehire, recall, demote for cause, transfer, lay-off or relieve its employees from duty because of lack of work or other legitimate reasons.
- e) to schedule and assign work to be performed.

Section 2: It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement are retained by the City.

Section 3: This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has the authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement or agreement not set forth herein. This Agreement spells out the total agreement in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no other additions or changes during the term of the contract.

ARTICLE 3 – NON-DISCRIMINATION

Section 1: No employee covered by this Agreement will be discriminated against by the City or the Union with respect to the job benefits or other terms or conditions of employment because of the employee's membership or non-membership in the Union.

Section 2: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, 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.

ARTICLE 4 - PAYROLL DEDUCTION OF DUES

Section 1: On receipt of a lawfully executed written authorization form an employee, the City will deduct from the employee's pay the amount so specified by said employee, but not less than regular dues.

Section 2: The City will remit to the Union Treasurer such sums within fifteen (15) days, together with a list of employees for whom deductions were made.

Section 3: Changes in the Union's membership dues rate shall be certified to the City, in writing, over the signatures of the authorized officer or officers of the Union, at least thirty (30) days in advance of the effective date of such change.

Section 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.

Section 5: The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

Section 6: When an employee has been suspended or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the City shall, in the manner outlined in Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

ARTICLE 5 - UNION BUSINESS

Section 1: The Local Union President or designee may be allowed time off work with pay, up to a total of 156 hours per fiscal year, to attend during working hours City Commission meetings, Pension Board meetings, meetings with City Administrators and/or Elected Officials that relate to joint City and Union business, and pre-negotiations meetings (during such times that negotiations for a successor collective bargaining agreement are on-going) (hereinafter collectively referred to as "Union Business"). Hours not used during the fiscal year shall not roll over to the next fiscal year. The City will not pay employees for time spent conducting Union Business while off-duty. On all occasions the Union President and/or designee shall give notice of any such meeting to their supervisor and the Office of Labor Relations. Approval shall not be unreasonably withheld by any of their supervisors.

Section 2: The Employer agrees to allow two (2) Union members, designated in writing by the local President up to seven (7) days each off without pay each calendar year to attend Union Seminars, Conventions and other Union functions. These days off may not be permitted to accrue from year to year if not used. In order to insure proper coverage of assignments, the Department Heads should be notified no later than twenty (20) days prior to the aforementioned events.

Section 3: Up to two (2) persons designated as part of the Union bargaining team shall be permitted to attend negotiations without loss of pay provided that the negotiation sessions occur during the employee's regular working hours. The Union, at least ten (10) days prior to the commencement of collective bargaining negotiations for a successor collective bargaining agreement, shall provide written notice to the City Manager and the Office of Labor Relations of the names of the two employees designated by the Union to be part of the bargaining team.

ARTICLE 6 - CONTRACTING OR SUB-CONTRACTING

Section 1: If the City is considering contracting out or sub-contracting work, which will eliminate supervisory bargaining unit positions, the City shall notify the Union, no later than sixty (60) days prior to making the final decision.

For purposes of this Article, a displaced employee is defined as any supervisory employee who loses his/her position due to the effect of sub-contracting services otherwise provided by the City. Any employee not employed or electing not to be employed by the sub-contractor shall have the right to exercise all rights under this Agreement including, but not limited to, any bumping, transfer, filling vacancies, lay off and recall, to any position within Supervisory or Professional bargaining units in the City that he/she may be qualified except for a sworn police or certified firefighter position. Any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions.

ARTICLE 7- WORK RULES

Section 1: There shall be a single set of Rules and Regulations applicable to all employees of the bargaining unit which shall remain in full force and effect for the duration of this Agreement.

Section 2: The City will issue a copy of the Rules and Regulations to each new employee, upon hire, who is subject to those Rules and Regulations. Each employee will provide written acknowledgement of his/her receipt of the Rules and Regulations and will be held accountable for compliance therewith.

Section 3: The Rules and Regulations shall be amended to include the following:

All employees who are arrested and/or convicted for a felony involving a violent crime, theft and/or an offense requiring one to register as a sex offender have a duty to notify their supervisor and the Director of Human Resources within three (3) calendar days of the arrest and/or conviction. All employees must also notify their immediate supervisor and the Director of Human Resources within three (3) calendar days of any arrest and/or conviction for a misdemeanor and/or a felony that is directly related to their position of employment with the City. Failure on the part of the employee to notify their supervisor and Director of Human Resources as set forth above is grounds for disciplinary action, up to and including termination. Accrued leave may not be used for any time an employee is incarcerated.

ARTICLE 8 - PENSION AND PENSION PLAN

Section 1: Employees shall receive pension benefits according to the provisions of the General Employees Pension Plan in Chapter 33 of the City's Ordinances, as amended by City Ordinance No. O-2014-02. Except as provided for in Section 2 below, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this 2015-2018 Agreement.

Section 2: Pension Plan Amendment: The Pension Plan Ordinance shall be amended effective upon the ratification date of this 2015-2018 Agreement as follows:

(a) For each group of employees for whom one of the normal retirement dates is age 60 and 30 years of credited service, that date shall be changed to 30 years of credited service regardless of age; and

(b) Regarding the DROP account benefit of any current City employee who was previously a member of the General Employees Pension Plan and who later moved to a Firefighter position and is a member of the Firefighter Pension Plan and is now participating in the DROP in the Firefighter Pension Plan, any DROP benefit being held for that employee in the General Plan may be moved from the General Pension Plan into the Firefighter Pension Plan. The DROP account earnings for the DROP money transferred into the Firefighter Pension Plan shall not be subject to the earning requirements of the Firefighter Pension Plan DROP accounts but instead shall be subject to the net investment rate earned or lost by the Firefighter Pension Plan. This subsection (b) is subject to approval by the members of the Firefighter Pension Plan.

Section 3: Pension Benefits provided by Ordinance No. 2014-02:

(a) Equalization of the Pension Benefits: From the March 5, 2014 date forward all of the amendments to the Pension Plan made by City Ordinance No. O-2011-25, that became effective as of October 1, 2011, for employees in positions paid from the City's General Funds, shall be made applicable to all employees in positions paid from the City's Enterprise Funds (Water and Sewer Utility, Stormwater Utility, Parking and Sanitation Funds) so that from March 5, 2014 forward all employees in the bargaining unit shall have the same pension benefits

currently provided to all other bargaining unit employees in positions paid from the City's General Fund and/or any other funds.

(b) Pension Multiplier:

1. The Pension Plan was amended effective March 5, 2014, so that from that date forward all City employees who retire after that date shall thereafter have a pension multiplier of 2.5% for all service accrued on or after that date.

2. In addition, the Pension Plan was amended March 5, 2014,, so that employees employed on March 5, 2014 who were in positions paid from the City's General Fund and/or other funds (not including those employees in Enterprise Fund positions), when the pension multiplier was reduced from 3% to 2%, the pension multiplier shall be increased retroactively from 2.0% to 2.5% for service accrued from October 1, 2011 forward.

(c) Employee Contributions: The Pension Plan was amended so that effective at the start of a pay period that begins within thirty (30) days (i.e., one month) after March 5, 2014, the employee contributions to the Pension Plan were prospectively reduced to eight (8.0%) percent.

(d) Planned Retirement Benefit: The Pension Plan was amended March 5, 2014 to create a new pension benefit called the "Planned Retirement" benefit. The Planned Retirement benefit, as described below, will be retroactive to October 1, 2011, and shall be available only to employees actively employed by the City (and not participating in DROP) who were hired before July 15, 2009:

1. In order to be eligible, an employee must submit a written election, on a form created for this purpose, declaring the employee's intent to participate in the Planned Retirement benefit at any time on or after reaching the employee's Normal Retirement Date ("NRD"), as defined in the Pension Plan. The form will identify the maximum number of years the employee may participate in the Planned Retirement benefit and the employee's latest employment termination date based on the maximum number of years identified.

2. The maximum period of participation in the Planned Retirement benefit is five (5) years (sixty (60) months), which may start at any time on or after the employee reaches his/her NRD.

3. When the employee terminates employment, the employee shall elect how he/she wishes to receive the Planned Retirement benefit earned. The employee may choose: (1) to take a maximum lump sum payment that would be valued based on all of the years the employee worked after electing to participate in the Planned Retirement benefit; or (2) take a larger final pension annuity payment (meaning a larger annuity than that earned at the Planned Retirement benefit election) based on the years the employee worked after electing the Planned Retirement benefit; or (3) take any combination of a lump sum payment and a pension annuity by dividing the years worked after electing Planned Retirement benefit between a lump sum payment and ongoing annuity payments. Any lump sum payment must be paid out to the employee at termination (i.e., it cannot be left in the Plan).

4. While participating in the Planned Retirement benefit, the employee shall continue making his/her applicable employee contributions, as provided in the Pension Plan, until termination of employment.

5. Any employee who has reached NRD and has submitted the written election form to participate in the Planned Retirement benefit shall maintain the right to participate in the Planned Retirement benefit up to the maximum period applicable to the employee has been reached or employment has terminated pursuant to the terms of the Planned Retirement benefit in this Article, and no amendment to the Pension Plan may alter this right.

6. For any employees who reached NRD between October 1, 2011 (and have not entered DROP) and the date the Pension Plan Ordinance is amended to include this Planned Retirement benefit, the time any such employee worked after having reached NRD (on or after October

1, 2011) and the date the employee submits the Planned Retirement benefit election form may be included in the employee's Planned Retirement benefit participation period, provided the member shall not exceed the maximum period of participation set forth in Section 3(d)(2) of this Article.

7. Any bargaining unit employee who elects to participate in the Planned Retirement benefit shall continue to be subject to termination from employment for just cause as provided in the collective bargaining agreement.

8. The lump sum payment, if elected, shall be calculated based upon the monthly values of the employee's final pension annuity benefit determined using the employee's credited years of service, Average Final Compensation, and multiplier, as provided in the Pension Plan as of the beginning of the elected Planned Retirement period, plus earnings on such amounts as provided in Section 3(d)(9) below, subject to the limitations under Section 3(d)(10) below.

9. Investment earnings applicable to any lump sum payments shall be calculated in arrears using the net investment rate earned by the Pension Fund on its net assets for each month of creditable service worked during the Planned Retirement benefit period and applied to the prior pension annuity balance including all prior months of pension credit, including prior monthly earnings. The investment earnings shall be compounded monthly to determine the amount of investment earnings to be credited during each year of the Planned Retirement benefit period. The aggregate value of the monthly investment earnings calculations will determine the amount of investment earnings to be credited for the Planned Retirement benefit period. The investment earnings credited to said employee will be net of the investment earnings retained by the Pension Fund per Section 3(d)(10).

10. With regard to any Plan earnings calculated into the member's lump sum payment, the employee shall share in Plan losses in

those years where Plan earnings are negative, and in any year where the Plan earnings are greater than 4% (applied monthly at the rate of .327%), the next 2% (applied monthly at the rate of .165%) of Plan earnings (i.e., the annual earnings between 4% and 6%) shall be excluded from the employee's lump sum payment and retained by the Pension Plan. When the Pension Plan is 80% funded, the amount of investment earnings to be thereafter retained by the Plan (i.e., to be excluded from members' lump sum payment at that time) shall be reduced to the first 1% (applied monthly consistently with the above) of Plan earnings in the years that earnings are greater than 4%, until the Plan reaches 90% funded, at which time no further exclusions shall be taken from the Plan earnings in years the Plan earnings exceeded 4%. The above-noted exclusions from earnings shall automatically resume at the same amounts if the Plan's funding drops back below 90% or 80%.

11. An eligible employee who submits the written election to participate in the Planned Retirement benefit may also elect to cash out his/her accrued sick leave (subject to applicable accrual payout limitations/caps), and/or accrued vacation leave, and/or comp-time accruals, and/or Blood Time accruals. This cash-out election may be made only one time on or after the NRD but before the employee's separation from employment, but can be made either on the date the employee submits the written election to participate in Planned Retirement or on any subsequent anniversary of the employee's NRD.

12. If an eligible employee who has elected and is participating in the Planned Retirement benefit dies during his/her Planned Retirement participation period, then that employee's designated beneficiary (or beneficiaries) shall make the election provided in Section 3(d)(3) above, of the Planned Retirement benefits earned.

(e) Partial Lump Sum Distribution: The Pension Plan was amended effective March 5, 2014, to include a new optional form of pension benefit called a

“Partial Lump Sum Distribution” for eligible employees who (are not in DROP) reach their Normal Retirement Date after that date.

1. This Partial Lump Sum Distribution benefit would be an optional form of payment that would allow an eligible employee to take a fixed percentage of the employee’s retirement benefit as a lump sum payment and the balance of the retirement benefit would be an annuity. An eligible employee could elect to take a lump sum payment of up to a maximum of twenty-five percent (25%) of the employee’s retirement benefit and the remaining seventy-five percent (75%) as an annuity. For example, assuming a retiree has earned a benefit of \$2,000.00 per month. The Pension Plan would use the actuarial equivalence definition (so there is no cost to the Pension Plan), the value of this annuity may be \$200,000. This optional form of payment benefit would allow the member to take a portion of the \$200,000.00, as a lump sum and the remaining portion as an annuity. In this example, the retiree could elect to receive up to a \$50,000 lump sum payment and that retiree would then have a \$1,500 monthly annuity. Because this benefit calculation shall be based on the actuarial equivalence definition, there shall be no cost to the Pension Plan for this optional form of payment.

2. Employees who are eligible for the Planned Retirement benefit may elect to participate in that Planned Retirement benefit or may elect to participate in this Partial Lump Sum Distribution benefit, but may not participate in both of these benefits.

(f) DROP Coordination with the Police Pension Plan: The Pension Plan was amended effective March 5, 2014, so that the DROP account benefit of any current City employee who was previously a member of the General Employees Pension Plan and who later moved to a Police Officer position and is a member of the Police Pension Plan and is now participating in the DROP in the Police Pension Plan, any DROP benefit being held for that employee in the General Plan may be moved from the General Pension Plan into the Police Pension Plan.

Section 4: The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to the Collective Bargaining Agreement or the Pension Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive, whether resulting from an award by a tribunal or through settlement of any matter related to such changes. The Union also agrees to withdraw with prejudice immediately all grievances related to such changes.

Section 5:

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

(b) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.

(c) The actuarial assumption rate shall not be changed without the approval of the City.

Section 6: Employees who were hired prior to July 15, 2009, who entered the DROP on or after May 1, 2007 shall be considered as retirees and the following provisions shall apply to DROP participants:

(a) DROP payments shall earn interest at the net investment earnings.

(b) DROP participants shall be eligible for promotion.

(c) DROP participants must sign an irrevocable decision on or before entering the DROP to separate from the City at the conclusion of their DROP participation.

(d) DROP participants are eligible to participate in the City's Sick Leave Pool, but only if they have a minimum accumulation of ninety-six (96) hours of sick and/or vacation leave.

(e) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

Section 7: The parties agree to meet on a quarterly basis during the term of this 2015-2018 agreement to explore different options so that the costs associated with the General Employees' Pension Plan and the pension plans' unfunded liability may be reduced. Present at these meetings shall be four (4) bargaining unit employees representing all three bargaining units represented by the Union (i.e., general, professional and supervisory) who shall be appointed by the Union and four (4) management representatives selected by the City Manager. The parties shall meet upon the request of either party, or at other specified times mutually agreed upon. The time spent by Union employees during these meetings shall not count as Union Business for purposes of Article 5.

ARTICLE 9 - LAYOFF AND RECALL

Section 1: The City shall provide Supervisory employees no less than sixty (60) days notice of lay-off, or, in lieu of notice, sixty (60) days pay at the employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices prior to notices being furnished to the affected employees.

Section 2: An employee who is laid off or whose job is abolished pursuant to Section 1 shall, based on City-wide seniority, have the option of bumping either laterally or downward to a class title in the Supervisory or Professional Bargaining Unit for which the employee is qualified and/or has the ability to be trained to perform the essential tasks of the job within ninety (90) days of appointment. In the alternative, employees may, at the non-arbitrary discretion of the City Manager, be placed into a higher paid class title if qualified. Qualification criteria shall be based upon the approved position description.

Section 3: Employees laid off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists and recalled in order of seniority, most senior first. Re-appointment shall be to any vacancies, which exist, first, in the class title from which the employee was laid-off; and second, in any position for which the employee is reasonably qualified and possesses citywide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

Section 4: Any employee, whose name is listed on a recall list, who refuses appointment to a position with a lower paygrade, will have up to two opportunities to be re-hired to a class title with a lower paygrade for a position for which the employee is reasonably qualified. If there is more than one position available, the employee shall be given the option of choosing the one equal to or closest to his/her former pay grade. If both opportunities are declined, the employee shall have no further right to recall to a class title with a lower paygrade.

Section 5: Employees refusing recall to their originally held class title and paygrade lose all recall rights, and if at the time the recall is refused they are employed in a lower classification, the employee's pay shall be lowered to the pay grade level applicable to the employee's years of service for that lower paid class title.

Section 6: Employees not rehired or recalled within twenty-four (24) months shall not be eligible for recall.

Section 7: Employees refusing re-employment in a class title with an equal pay grade shall have no further rights to recall for the class title.

Section 8: If the recalled employee fails to respond in writing within (14) calendar days of the receipt of the notice of recall letter, then he/she shall be deemed to have refused the position offered.

Section 9: Those employees who are afforded Veteran's Preference rights pursuant to Section 295.07 (1) (a-d), Florida Statutes, ("qualified employees") shall have their seniority dates adjusted solely for retention/layoff purposes as set forth in this Article in the following manner:

1. Three (3) months of City Service time ("City-wide seniority") shall be added to the City-wide seniority of qualified employees who have been employed by the City of Hollywood for five (5) years or less.
2. Six (6) months of City Service time ("City-wide seniority") shall be added to the City-wide seniority of qualified employees who have been employed by the City of Hollywood for more than five (5) years.

ARTICLE 10 - SICK LEAVE

Section 1: Employees shall accrue eight (8) hours of sick leave for each month worked. Sick leave shall be allowed to accrue without limit. Employees covered by this contract and serving a probationary period of employment may use accrued sick leave in the same manner as permanent employees.

Section 2: Notification shall be made by the employee or a responsible member of his/her household, unless the employee is hospitalized, or under doctor's care.

Section 3: Alternative uses of sick leave, for reasons other than illness, are as follows:

A. If an employee has accumulated three hundred (300) hours of sick leave as of October 1st of any Fiscal Year, he or she shall have the option of converting the next forty (40) hours of accrued sick leave days to vacation days. Requests to convert the next forty (40) hours of sick leave to vacation leave must be made to the employee's Department Head within the first work week following October 1st of each fiscal year. On September 30th, any unused, converted vacation leave shall revert back to sick leave.

B. An employee shall have the option of converting a maximum of five (5) days of accrued sick leave days to personal leave per fiscal year, provided the employee will have at least 96 hours of accrued sick leave after this conversion.

C. Sick Leave converted to Personal Leave shall be used for personal business and must be used in no less than four (4) hour increments, unless otherwise authorized by the employee's supervisor.

D. In order to qualify for Personal Leave pay, employees must submit a request for approval to notify their supervisor as soon as practicable, but not less than forty-eight (48) hours prior to the requested use of the Personal Leave. Approval will not be arbitrarily or capriciously withheld. The minimum forty-eight (48) notification requirement may be waived by the employee's supervisor in the event of an emergency. The employee must provide proof of the emergency if requested. The City may cancel the use of Personal Leave due to an emergency declared by the City Manager.

E. Supervisory employees may participate in the City's Sick Leave Pool Program upon the completion of one (1) year of employment and with a minimum

accumulation of ninety-six (96) hours of sick and/or vacation leave. This program entitles eligible employees to participate in extended sick leave benefits for cases involving non-work related catastrophic or long-term illnesses or injuries.

Section 4: The options chosen by all covered employees in 1980 shall remain in full force and effect. Sick hours accrued and unused before October 1, 1994 by those employees shall be referred to as "existing hours". Any employee separating employment for any reason shall receive a payment equal to the product of their final hourly rate of pay and only those "existing hours".

Section 5:

A. For all sick hours accrued and not used after October 1, 1994 for the employees mentioned in section 4 and all other employees who separate from employment for any reason shall receive a payment equal to the product of unused sick leave (since October 1, 1994) the employees rate of pay in effect on their date of separation and a payment percentage relating to the number of full years of credited service with the City. The table of percentages and credited service is as follows:

<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service	0%
Five (5) or more full years of credited service, but less than ten (10) full years of credited service	40%
Ten (10) or more full years of credited service, but less than twenty (20) full years of credited service	60%
Twenty or more years of credited service	80%

B. Effective March 5, 2014, except for any unit employees who had already accrued more than 1200 hours of sick leave on March 5, 2014 (whose sick leave payouts shall remain subject to Section 5 A, above), the table of percentages and credited service shall be changed to the following new

levels set forth below, provided however, that the maximum number of accrued sick leave hours that shall be eligible for payout at the percentages set forth below shall not exceed 1200 hours (e.g., an employee with 20 or more years of service with 1200 (or more) hours of sick leave shall be paid at 80% of 1200 hours, which would be 960 hours):

<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service	20%
Five (5) or more full years of credited service, but less than ten (10) full years of credited service	40%
Ten (10) or more full years of credited service, but less than twenty (20) full years of credited service	70%
Twenty (20) or more years of credited service	80%

Section 6: Upon the death of an employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the employee's estate.

Section 7: The purpose of paid Sick Leave is to provide protection against the loss of wages by an employee for the necessary absence from duty on a scheduled work day due to illness suffered by the employee or illness in the employee's immediate family that necessitates the employee's absence from work. Attendance to an immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. Sick Leave pay shall not be made for illness or injury incurred as a result of outside employment, intentional self-inflicted wounds, or the continuous use of drugs or alcoholic beverages (except for approved treatment) or injuries while committing a felony. For the purpose of this section, immediate family shall include, spouse, children, stepchildren, mother, father, grandparent, grandchildren, domestic partner (as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), and dependent mother-in-law or father-in-law.

Employees absent from duty for a period three (3) or more consecutive working days due to illness or injury may be required to submit a letter from their physician prior to

their return, approving resumption of duties. The letter should be sent to the attention of the Privacy Officer in the Office of Human Resources. Those employees whom a Department Head has identified as abusing sick leave may be required to submit physician statements on a more frequent basis.

Any employee who abuses sick pay benefits hereto set forth or whose reasons for absence are falsified may be subject to disciplinary action. For purposes of this section, abusing sick leave benefits shall be defined as having incurred more than six (6) occurrences involving the use of Sick Leave during a Fiscal Year (October 1st to September 30th) Discipline may not be invoked if an employee can justify the absence with medical documentation. Medical documentation shall mean information provided by a certified physician providing detailed evidence of the employee's inability to perform work during the absences and may be sent to the attention of the Privacy Officer in the Office of Human Resources.

ARTICLE 11 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

Section 1: An employee, on becoming eligible for workers' compensation benefits due to a job related injury or illness, shall receive, a full paycheck from the City while in a workers' compensation status for up to thirteen (13) consecutive weeks from the date of injury or illness (regardless of when the first date of lost time due to that illness/injury may thereafter occur), the identical wages and benefits which he/she would have received had he/she not been injured and had he/she continued to work his/her regularly assigned City assignments ("Supplemental Compensation"). Whenever possible, the City will attempt to assign injured personnel to "light duty" in an effort to facilitate return to full employment.

In the event a full time employee, as determined by a City designated physician, is unable to return to work after thirteen (13) weeks from the date of the injury or illness, the situation will be reviewed by the City Manager or designee. The City Manager or designee shall extend the period of Supplemental Compensation for up to an additional thirteen (13) weeks (for a maximum of 26 weeks). An employee may request an additional extension up to a maximum of nine (9) weeks beyond the twenty-six (26) week eligibility period that began on the date of the employee's workers' compensation injury/illness, provided the employee's written request for extension, with supporting medical information, is received by the City at least fourteen (14) days before the expiration of the twenty-six (26) week eligibility period that began on the date of the employee's workers' compensation injury/illness. The decision to grant or deny this request for an additional extension of up to nine (9) weeks shall be made in the sole and exclusive direction of the City Manager, or his/her designee, and that decision is final and shall not be subject to appeal or challenge via the grievance procedure found in this 2015-2018 Agreement or in any other forum.

Eligibility for the Supplemental Compensation provided to those employees in workers' compensation status under this Article shall never exceed the maximum of twenty-six (26) weeks from the date of the employee's workers' compensation injury or illness, unless the eligible employee timely submits and is approved for an additional extension of up to nine (9) weeks, in which case the eligibility for the Supplemental

Compensation benefit under this Article shall never exceed thirty-five (35) weeks from the date of the employee's workers' compensation injury or illness.

An employee who remains in workers' compensation status but who has returned to work during the thirteen (13) week, twenty-six (26) week, or thirty-five (35) week eligibility period, shall be paid their regular pay for time missed from work during the applicable eligibility period on an occasional or intermittent basis to attend a required workers' compensation doctor visit or medical treatment and, as a result, they shall not have to use their own accrued or unpaid time for the work time missed to attend that required workers' compensation doctor visit or medical treatment during the thirteen (13) week, twenty-six (26) week or thirty-five (35) week eligibility period that began on the date of the employee's workers' compensation injury or illness.

ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: (a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes involving the interpretation or application of the collective bargaining agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

(b) The Union may exercise its right not to process a grievance of a non union member. Any employee whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his grievance on his own. In such case, the Union will notify the member and the City and upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union including dates of any hearings. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of this Collective Bargaining Agreement.

Section 2: Any grievance defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement shall systematically follow the steps outlined below as the Grievance Procedure. Any grievance filed shall refer to the article(s) of this Agreement alleged to have been violated, and shall set forth the facts pertaining to the alleged violation or violations and shall include the corrective action or actions requested by the aggrieved party. A grievance must be communicated in writing to the employer by the Union within fourteen (14) calendar days from the events giving rise to the grievance or as soon as might reasonably be known to exist, otherwise it is deemed to be waived.

Step 1: The Union shall present in writing the grievance to the Department Director or his/her designee. The grievance will be dated and signed the Union representative. The Department Head or his/her designee shall acknowledge receipt of the grievance by stamping it with the date and time, with a copy to the Union. The Department Head shall, within seven (7) calendar days conduct a meeting between himself/herself, the aggrieved employee(s) and the Union representative. The Department

Head shall give the decision to the Union in writing, with a copy to the aggrieved employee(s) not later than seven (7) calendar days following the meeting date.

Step 2: If the Union is not satisfied with the decision rendered at Step 1, the Union may, within seven (7) calendar days from the written decision rendered at Step 1, forward the written grievance to the office of the City Manager (stamped in with date and time). The City Manager or his/her designee shall meet with the aggrieved employee(s) and his/her Union representative(s) within seven (7) calendar days after receipt of the grievance. The City Manager or his/her designee shall furnish a copy of his/her decision, in writing, to the Union, with a copy to the aggrieved employee(s) within seven (7) calendar days after the meeting.

Step 3: If the Union is not satisfied with the decision rendered at Step 2, the Union may, within fourteen (14) calendar days from receipt of the City Manager's decision, submit the grievance to arbitration, by requesting a list of arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.) or the American Arbitration Association (AAA), the choice of agency within the discretion of the Union.. The award of the arbitrator shall be final and binding on all parties.

Section 4: Rules for Grievances and Arbitration processing:

(a) The grievance shall be submitted on an Official Grievance form. Attachments may be added, if needed.

(b) Time limits at any step in the grievance process may be extended only by mutual written consent of the parties involved at that step.

(c) A grievance not advanced to the higher step within the time frames provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the employer or his/her designee to answer or meet within the time limits provided at Step 1 or 2 will cause the grievance to be considered resolved in favor of the grievant or the Union and all parties will abide by the "corrective action or actions requested" on the grievance form or attachments.

(d) Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in the case of notice to the Union by date stamping and depositing in the Union mailbox in the Human Resources Division. Hand deliveries will be documented by a date-stamped

photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark, but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances deposited in the Union mailbox shall be considered properly advanced when date stamped, but shall not be considered received until picked up by the Union, as indicated by date stamp, with a copy to the City. The clock will start the day after delivery or pick up.

(e) On-duty personnel called by the Union as a witness shall remain in pay status only during their normal duty hours while appearing at the hearing. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time so as not to disrupt the operations of their department. Hearings shall be held in hearing rooms provided by the City, in City facilities at no charge to the Union.

(f) The parties agree that in accordance with current practice, both the City and the Union will have the option of electronically recording (through audio or video tape) all steps of the grievance procedure as outlined in Section 2 above, including the arbitration hearings.

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

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

(i) The City shall furnish the Union with copies of grievances filed by non-Union members as soon as practicable but in no event less than two days prior to the initial meeting of the grievance procedure.

(j) Grievances shall be settled as expeditiously as possible.

ARTICLE 13 - BEREAVEMENT LEAVE

Sec. 1: In the event of death in the immediate family, an Employee shall be granted up to a maximum of three (3) working days leave with pay. Said leave is not to be charged to accrued sick leave. The City reserves the right to request proof of death. For purposes of Bereavement Leave, immediate family is exclusively defined as current spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, stepchildren, 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. Upon notice of the death, a three-day leave shall be granted. Consideration may be given for bereavement leave for other relatives related by blood, where the relative at the time of death had legal residence in the employee's household or for persons who at any time prior to their death were legal dependents of the employee. Proof of relationship and/or legal dependency may be required.

Sec. 2: 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 and attended by the employee, outside of the State of Florida will be granted an additional two (2) days of bereavement leave (total of five). Acceptable proof of attendance at a funeral may be requested. What will be deemed acceptable proof of attendance will be determined by the Office of Human Resources.

ARTICLE 14 - PROBATIONARY PERIOD

Section 1: Any new employee shall be regarded as a probationary employee for the first twelve (12) months (365 days). During such period such employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. Regular part-time employees shall be evaluated after completion of the original probationary period of twelve (12) months from date of hire. No such probationary employee will be entitled to access the grievance procedure.

Section 2: Employees who receive a promotion to a new position, shall, upon appointment, serve a six (6) month Promotional Probation Period. On or before the completion date of the Promotional Probation Period, the employee shall be evaluated to determine if he/she is "unsatisfactory" or "satisfactory". "Unsatisfactory" employees shall be returned to their previous position or classification, whichever is first available. "Satisfactory" employees will continue on in their new position with a regular appointment.

ARTICLE 15 - DRUG FREE WORK PLACE

Section 1: The City and the Union continue to support the concept of a drug and alcohol free work environment for all City employees and to this end, the City and the Union agree that all employees must abide by the Employment Rules and Regulations, sub-section, (P) "Chemical Intoxication", that are in effect as of January 1, 1997 revised June 1, 2004, which states as follows:

CHEMICAL INTOXICATION

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

Section 2: Except as stated below, as a condition of continued employment for all employees hired after March 7, 2007, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products. The parties also agree, however, that this section does not apply to employees hired by the City prior to March 7, 2007, who retire from the City with retiree health insurance benefits, and are thereafter re-hired by the City within one (1) year of their retirement/separation date.

ARTICLE 16 - LIFE AND HEALTH GROUP BENEFITS PLAN

Section 1: The employer shall provide group health coverage for regular, full time employees, and dependents (dependents to include domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), subject to the following conditions.

Section 2: Supervisory employees and their eligible dependents shall be provided with coverage in the City's health insurance plan. The contribution for the term of this agreement for active employees hired prior to October 1, 2002 and electing health coverage will be as follows:

Employee coverage = \$55.00 bi-weekly

Employee + 1 Dependent coverage = \$75.00 bi-weekly

Employee + Family coverage = \$85.00 bi-weekly

Section 3: The required employee co-pays shall be \$40.00.

Section 4: All employees hired by the City after October 1, 2002, shall contribute the same as current employees for Employee coverage and shall contribute the following amounts for Dependent coverage, if elected, for the term of this agreement:

- i. Employee +1 Dependent coverage = \$130.00 bi-weekly
- ii. Employee + Family coverage = \$165.00 bi-weekly
- iii. New annual rates for dependent and family coverage for employees hired after October 1, 2002, will be established each year, and the employee contributions will be subject to a maximum increase of twenty dollars (\$20.00), with any increase in the contribution rate beginning as of January 1 each year.

Section 5: The City shall provide a Flexible Spending Account (FSA) for each employee, with the following amounts made available to each employee each calendar year thereafter, which will be based on the number of dependents the employee has on the City's health plan in January: \$200 for single coverage; \$300 for single plus one dependent; and \$500 for single plus two or more dependents. Effective January 1, 2016, those amounts were increased to \$300, \$400 and \$700, respectively. Employees

who are not covered by City health insurance shall have access only to the single coverage amount in an FSA. The annual amount shall be available on a “use it or lose it” basis to use for IRS approved unreimbursed medical expenses, with unused amounts being returned to the health fund for use in funding FSA accounts the next year. The FSAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations. The City also agrees, however, that if the FSA program for employees covered by the IAFF/Fire or PBA/Police bargaining unit agreements is changed to allow the unused annual amounts to “carry over” from year to year, then the City agrees that it shall make that same change to the FSA program for AFSCME bargaining employees.

Section 6: In addition, group dental will be 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. Effective March 5, 2014, the vision and hearing program benefits were eliminated for all unit employees.

Section 7:

(a) Supervisory employees hired prior to July 15, 2009, who retire from active service with the City who have ten (10) or more years of credited service in the Pension Plan and are age 55 or older or have twenty-five (25) years of credited service regardless of age, will have the option of continuing under the City’s health insurance plan.

(1) Employees hired prior to March 6, 2007, shall have their individual and dependent health premiums paid by the City.

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

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

(b) Employees hired on or after July 15, 2009 but prior to the ratification date of this 2015-2018 agreement, who retire from active service with the City with ten (10) or more

years of credited service in the Pension Plan and are age 60 or older, or are age 57 with at least twenty-five (25) years of credited service, or who have thirty (30) years of credited service regardless of age, will have the option of continuing under the City's health insurance plan. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents. Additionally, such employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.

(c) All employees hired on or after the ratification date of this 2015-2018 agreement shall have the option of continuing under the City's health insurance plan upon retirement; however, they shall be responsible for the entire cost of the premium.

(d) Members cannot buy time for a qualifying event. Dental and/or vision coverage may be continued upon retirement, provided the full designated premium is paid by the retiree.

(e) Supervisory employees who retire with a duty related or non-duty related disability also have the option of continuing under the City's health insurance. Employees receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Only employees hired prior to the ratification date of this 2015-2018 agreement receiving non-duty disability will receive health insurance for themselves and eligible dependents at no cost provided they have ten (10) years of credited service prior to retirement.

(e) Upon the death of the retiree, the spouse may continue coverage for the duration which the spouse maintains full payment of the designated health and/or dental premiums.

Section 8: Supervisory employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City. Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active employees will be covered under the basic life insurance policy and have the option to purchase coverage under supplemental policies if chosen. Participants will be subject to the terms and conditions of the policy.

Section 9: Supervisory employees shall be eligible to participate in a Disability Salary Replacement Program in accordance with the City's plan. During the ninety (90) day waiting period, an employee may utilize accrued sick and vacation leave. Upon entering the program, the employee may continue to use sick and vacation leave to make up the difference between 60% of salary and 100% salary. Participants will be subject to the terms and conditions of the policy.

Section 10: Each employee shall have the option of undergoing an annual comprehensive medical examination, costs of which shall be borne by the City.

Section 11: A health insurance committee may be formed to study, review and monitor alternative health insurance plans that deliver health services to employees in the most cost effective manner. This committee shall issue a report recommending alternative health insurance plans. The committee's recommendations shall not be binding upon the City. The committee will include an equal number of represented and non-represented employees. The represented members of this committee shall be appointed by the Union. Further, it is agreed that the time spent by the Union employees during these meetings shall not count as Union business for purposes of Article 5.

**ARTICLE 17 – FAMILY MEDICAL LEAVE ACT / SPECIAL LEAVE /
LEAVE OF ABSENCE**

Section 1: FAMILY MEDICAL LEAVE ACT (FMLA)

A. An employee 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 may be amended from time to time.

B. **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 as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), parent, or child with a serious health condition (as defined by the FMLA);
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.

C. **Procedure**

An employee requesting FMLA is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Use of accrued leave will be counted as part of the family leave time entitlement. An employee is not entitled to accrue leave during any period of unpaid leave.

Employees requiring the use of FMLA Leave must submit a FMLA application to their Department Head no later than thirty (30) days prior to the need for such leave unless it is an unforeseeable emergency. The City may automatically designate FMLA when an absence meets FMLA qualifications.

1. Leave may be requested on a continuous basis, intermittent basis or on a reduced work week schedule, if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
2. Upon returning from FMLA the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve (12) work week period, reinstatement rights are at the discretion of the City.
3. An employee granted FMLA will continue to be covered under the City's insurance plans under the same conditions and coverage as would have been provided if the employee had been actively employed during the leave period. However, if any part of the leave is unpaid, the employee must make payment arrangements for the benefit contributions that are normally deducted from their paycheck.
4. An employee who is absent from work for three (3) days or more, due to personal illness/injury, must provide Human Resources with a fitness-for-duty certification signed by their physician certifying their fitness to return to work. If restrictions are listed, reinstatement will be at the discretion of the City.

5. An employee who fails to return to work on the date specified on the leave request form without receiving an extension in advance is subject to disciplinary action up to and including termination. Employees who do not return from FMLA leave must reimburse the City for the value of their health insurance premium payments made on their behalf during the duration of the leave, unless the employee is physically unable to return to work.

Section 2: SPECIAL LEAVE

- A. An employee who incurs a temporary medically disabling condition, not attributable to work, may upon written request be granted a Special Leave. The initial period for said Special Leave shall not exceed three (3) months. Upon further written request, the Department Head may extend such leave up to an additional nine (9) months. The total combined Special Leave shall not exceed twelve (12) months. Upon return, the employee shall present a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty.
- B. This leave is available for an FMLA qualifying event, once the employee has used all available FMLA Leave, if applicable, as provided above. Once FMLA leave is exhausted, Special Leave may be approved for up to nine (9) months. The total of FMLA Leave and Special Leave shall not exceed twelve (12) months.
- C. An employee requesting Special Leave is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Employees will not receive holiday pay, or earn any accrued leave or pension benefits, or be entitled to any other benefits of employment other than health and life insurance (at the employee's expense as stated in Section C. 3, above) while on any unpaid leave.
- D. An employee who incurs such a temporary medically disabling condition during a probationary period may, at the discretion of the Department Head and City Manager, be granted a Special Leave as indicated above. If Special Leave is granted, the employee's probationary period shall be

suspended at that point. Upon the employee's return to work, the probationary period shall be resumed so that the total number of months spent on special leave shall be spent in a probationary status and a full probationary period shall be served.

Section 3: LEAVE OF ABSENCE

- A. Upon written request, a leave of absence for a period not to exceed thirty (30) calendar days may be granted to an employee for any reasonable purpose by the Department Head so long as it does not hamper the efficient operation of the City and/or Department.
- B. Such leaves may be renewed or extended for a period up to sixty (60) calendar days, if requested, in writing, and approved by the City Manager or designee. The denial of a leave of absence under this section shall not be grievable. In certain circumstances, and at the sole discretion of the City Manager or designee, an employee may be allowed to use accrued paid leave while on a leave of absence.

Section 4: No employee who is granted FMLA, Special Leave, or an Unpaid Leave of Absence may engage in work for profit during said leave without the express permission of the City Manager.

ARTICLE 18 - HOLIDAYS

Section 1: The following legal holidays will be observed: Paid Holidays

New Year's Day
Martin Luther King Jr.'s Birthday
George Washington's Birthday (President's Day)
Memorial Day
Fourth of July (Independence Day)
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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. Upon ratification of this agreement, future birthday holidays must be used within 366 days of the employee's birthday.

ARTICLE 19 - JURY DUTY AND SUBPOENAS

Section 1: Any employee lawfully summoned for Jury Duty shall present the summons to his/her supervisor on the first work day following receipt of same. The supervisor shall note the dates of reporting and shall schedule the employee for official jury leave for the period concerned.

Section 2: Upon return to work, the employee shall provide to his/her supervisor a document from the Court Clerk showing that he/she was in attendance at jury duty.

Section 3: The employee shall be paid his/her regular day's wage for each day served on Jury Duty, as for a normally scheduled workday. If the employee is excused in advance by the Court, for any full day during the service period, he/she shall report for his/her normal workday to perform his/her regular and usual duties. The employee shall sign over to the City all fees received from the Court for his/her jury service less any amounts paid as mileage or meal allowances. Payment of regular salary for Jury Duty shall continue for the full duration of obligation.

Section 4: The City reserves the right to request from the proper authorities that the employee be excused from Jury Duty, when in the judgment of the City, his/her services are necessary to the City.

Section 5: The provisions of this Article are not applicable to an employee who without being summoned, volunteers for Jury Duty.

Section 6: The provisions of this Article shall apply when an employee who is scheduled to work is subpoenaed to appear as a witness in any judicial/administrative forum arising from the employee's employment with the City.

ARTICLE 20 - VACATIONS

Section 1: Supervisory employees shall be provided with twenty-five (25) days of vacation leave per vacation year (the vacation year shall begin on October 1st and end on the following September 30th). Employees shall be required to utilize ten (10) days of vacation during the vacation year in which it is earned or it will be lost at the end of the vacation year. The remaining fifteen (15) days may be carried forward and must be used within fifteen (15) months following the vacation year in which the leave is earned or be liquidated by cash payment at that time. Leave that is liquidated shall be paid at the employee's rate of pay when the vacation time was earned. Vacation pay shall be computed by using the Employee's regular straight time rate of pay as of the first day of vacation.

Section 2: Vacation requests shall be approved or denied within a five (5) calendar day period and will not be arbitrarily or capriciously denied. The City shall have the right to cancel and reschedule vacation in the event of an emergency.

ARTICLE 21 - SENIORITY

Section 1: DEFINITION

(a) Seniority as used herein is defined as the right accruing to employees through length of continuous service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall mean the length of continuous service as a full-time employee with the City beginning with the date of hire.

(b) Original probationary employees shall have no seniority- rights. However, upon completion of an employee's probation, he/she shall be given seniority credit from his/her date of hire.

(c) An employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an employee returns to work for the City in any capacity within two (2) years of date of leaving, his/her seniority date will be adjusted by the length of absence. Seniority at the time the employee separated will commence where left off providing duration is within the timeframe indicated above.

(d) Employees on approved leaves of absence shall not be considered to have had a break in service.

(e) There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 2: USE OF SENIORITY

(a) Seniority will be used as provided in Article 9, Lay-Off and Recall, and Article 20, Vacations.

Section 3: All employees of this bargaining unit shall receive one-half (1/2) point per full year of City of Hollywood service credited on any Civil Service exam taken, regardless if the exam is an "open competitive" or "closed competitive". These service points will be added in addition to the test score of such exams, and the total of both shall be the final score of employees. These City of Hollywood service points shall be separate from any veteran's points due to employees. In order to utilize service points, employees must first obtain a passing grade. By "exam" it shall be defined as the process and procedures utilized to evaluate and compile vacancy eligibility lists.

ARTICLE 22 - EDUCATIONAL REIMBURSEMENT PROGRAM

Section 1: To assist full-time employees covered by this Agreement, where practical and feasible, to participate in training or educational programs designed to strengthen their abilities, which in turn directly benefits the City by assisting them in performing their duties, the City shall provide employees certain terms and conditions as follows:

- a. To be eligible to participate in the Educational Reimbursement Program, a newly hired employee must have achieved permanent status by successfully completing the probationary period.
- b. Employees 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.

Section 2: Employees will be eligible for City reimbursement for the costs of books and tuition in the following manner:

- a. In order to be considered for the Educational Reimbursement Program, all course work must be taken at an accredited college or university and must be properly approved prior to the beginning of the class by the City Manager or designee.
- b. Employees desiring reimbursement must submit a written request for approval from the City Manager or designee.

- c. Reimbursement will be for courses leading to college or post graduate degrees. Reimbursement will be provided for approved on-line coursework.
- d. The refund amount payable shall be based upon the fee schedule of a State of Florida's public university or college at the time the course is completed, regardless of the fact that the employee may be attending a private educational institution.
- e. When an employee completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the City Manager or designee. The reimbursement procedure for related courses will consist of the following:
 - 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 State or Federal programs are eligible for reimbursement under this policy. However, financial assistance from other sources will offset any reimbursements payable by the City.

ARTICLE 23 - VOLUNTARY DEMOTIONS

Section 1: Any Supervisory employee holding permanent status within the classified system may voluntarily request a demotion to a lower paid position without having to take the usual examination for appointment to the lower paid position. Voluntary demotions shall not be limited to supervisory positions and shall include positions within the Professional employee positions governed under Civil Service.

Section 2: Prerequisites for such voluntary demotion;

- (a) The employee must submit the request in writing to the Division of Human Resources and must state the title of the lower position requested, the reason(s) for the request, an acknowledgement that he/she understands that the demotion will involve a reduction in pay unless otherwise stipulated and, once approved and effected, is permanent and cannot be reversed except through the regular promotional procedures for classified employees;
- (b) The employee must meet the minimum requirements for the lower paid position as set forth in the classified code book; determination as to whether or not employee meets the minimum requirements will be made by the Human Resources Director;
- (c) There must be a budgeted vacancy in the lower position available; no employee holding such lower position may be involuntarily bumped out of that position for the purpose of providing room for the voluntary demoting employee; however, such demotions shall supersede any existing eligibility lists;
- (d) The receiving Department Head may approve or disapprove acceptance of the voluntarily demoting employee;
- (e) There will be no probationary period for the voluntarily demoting employee in the new lower paid position.

Section 3: The voluntarily demoting employee will retain such seniority and other benefits earned prior to the effective date of the demotion.

Section 4: As indicated in Sec. 2(a) above, the voluntarily demoting employee may not proceed to any higher paid position (including the classification from which demoted) unless such employee has applied for and competed in the regular promotional process, and been certified as eligible for appointment (and promotion) in accordance with the classified system's regular promotional appointment procedures.

Section 5: The provisions of Section 2(d) of this Article shall be grievable but not arbitrable.

ARTICLE 24 - VEHICLES

Section 1: The following Supervisory positions shall receive a vehicle allowance of \$350.00 monthly in lieu of being provided a City vehicle.

Assistant Underground Utilities Manager

Engineering Support Services Manager

Operations Manager, Streets and Highways

Operations Manager, Buildings and Grounds

Underground Utilities Manager

Wastewater Treatment Plant Manager

Wastewater Treatment Plant Superintendent

Water Treatment Plant Manager

Water Treatment Plant Superintendent.

Section 2: All employees who drive City vehicles or their own vehicles while conducting City business are subject to the Human Resource Policy 038 "City Vehicle Driver" that was in effect on December 10, 2015.

ARTICLE 25 - PERFORMANCE APPRAISAL SYSTEM AND MERIT INCREASES

Section 1: The parties agree to the performance appraisal system and performance appraisal form currently in use, upon the execution of this Agreement, and the parties also agree that the performance appraisal system and/or the performance appraisal form may be changed by mutual written agreement of the City and the Union.

Section 2: Employees whose base pay is below the top of the pay range for their position shall be eligible for a merit pay increase on their total pay in the first full pay period on or after the following dates provided an employee receives a satisfactory score on their annual performance evaluation. Employees whose base pay is at or above the top of the pay range on October 1st of each fiscal year shall not be entitled to a merit increase for that fiscal year.

- October 1, 2015 – 1.5%; and
- October 1, 2016 – 1.5%.

For purposes of determining whether an employee's base pay is below the top of the pay range for their position, the applicable wage increase in Article 26 shall be applied first. Notwithstanding the foregoing, the maximum total percentage increase (excluding an Evergreen adjustment) an employee shall be eligible to receive in Fiscal Year 2016 and Fiscal Year 2017 is 4% (2.5% wage increase plus a 1.5% merit increase – the percentages are not compounded).

Section 3: There will be no merit pay increase in fiscal year 2018 (i.e., October 1, 2017 – September 30, 2018) and merit pay increases shall not be part of the status quo benefits beyond September 30, 2017.

Section 4: Employees hired before July 1st shall be entitled to the annual merit increases effective the October 1st after their date of hire. Employees hired on or after July 1st shall not be entitled to an annual increase on the October 1st after the date of hire. These employees will become eligible for an annual merit increase on the subsequent October 1st (if one is being paid on that October 1st) (maximum of 15 months for eligibility).

ARTICLE 26- WAGES/LONGEVITY

Section 1: Evergreen Solutions, LLC, conducted a compensation study for the City assessing and analyzing the City's classification and compensation structure and made recommendations in response to its findings. Evergreen recommended new pay grades and developed an implementation plan to transition employees into the new pay plans. Evergreen also recommended that certain employees, whose current salary was found not to be competitive with the current market conditions, receive an equity pay adjustment. This 2015-2018 agreement implements Evergreen's recommendations with respect to the new pay grades (See Appendix II) and the equity pay adjustments to be provided to certain employees as set forth in the March 24, 2016, notice received by the affected employees. The equity pay adjustments recommended by Evergreen will be effective in the first full pay period on or after April 1, 2015.

Section 2: The new minimum and maximum pay range for each job classification within the bargaining unit is contained in Appendix II. The City shall have the right to hire employees within the pay range of the job classification.

Section 3: Employees whose base pay is below the top of the pay range for their positions shall receive a pay increase on their total pay in the first full pay period on or after the following dates provided that the increase does not place their base pay above the pay range for their positions. If it does, the employees shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay is at or above the top of the pay range on October 1st of each fiscal year shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their total pay.

- October 1, 2015 - 2.5%;
- October 1, 2016 - 2.5 %;
- October 1, 2017 - 1%.

(The maximum total percentage increase (excluding an Evergreen adjustment) an employee shall be eligible to receive in Fiscal Year 2016 and Fiscal Year 2017 is 4%

(2.5% wage increase plus a 1.5% merit increase – the percentages are not compounded).

Section 4: An additional pay increase in the amount of one-half (0.5%) percent will be added to the total pay of employees who are not topped out effective in the first full pay period on or after October 1, 2017, provided that the Funded Ratio of the General Employees Pension Plan (Pension Plan), as reported in the Pension Plan's GASB 67 Financial Statements for the plan year ending 9/30/2017 is at least two percentage points more than the Funded Ratio reported in the Pension Plan's GASB 67 Financial Statements for the plan year ending 9/30/2015.

Section 5: The above stated increases are only applicable for fiscal year 2016, 2017 and 2018 and shall not be part of the status quo benefits beyond September 30, 2018.

Section 6: New employees shall be eligible for the annual increase on the October 1st subsequent to their hire date.

Section 7: The aforementioned pay increases shall not increase the minimum and maximum pay ranges for the job classifications contained in Appendix II.

Section 8: The City shall complete a compensation study assessing and analyzing the City's classification and compensation structure by September 30, 2018.

Section 9: Longevity: All employees who reach the following dates of continuous years of City service, shall be paid prospectively the following additional longevity pay increase above their base salary:

(1)	10 years of continuous City service	5.0%
(2)	15 years of continuous City service	3.0%
(3)	20 years of continuous City service	2.0%

Section 10: Longevity increases shall apply above and in addition to base salaries.

Section 11: The salary range for Supervisory employees may be exceeded without limit by contract articles which provide for increases to base rate of pay to the extent that the languages specify.

ARTICLE 27 - CERTIFICATION PAY

Section 1: Employees hired prior to October 1, 2002 in the categories shown below shall receive a five percent (5%) differential above their base rate of pay for possessing the following professional certifications:

Water Treatment Plant Manager	“A” Level Licensure
Wastewater Treatment Plant Manager	“A” Level Licensure
Underground Utilities Manager	“A” Level Licensure
Assistant Underground Utilities Manager	“A” Level Licensure
Engineering Support Services Manager	Professional Engineer (FL)
Senior Project Manager	Professional Engineer (FL)

Employees hired prior to the ratification date of this 2015-2018 agreement in the categories shown below shall receive a five percent (5%) differential above their base rate of pay for possessing the following professional certifications. The effective date of such pay differential shall be the ratification date of this 2015-2018 agreement:

Water Plant Operations Superintendent	“A” Level Licensure
Wastewater Treatment Plant Superintendent	“A” Level Licensure

Employees may receive certification pay for one certification only. Effective October 1, 2005, certification pay may exceed the maximum of the pay range for those employees entitled to receive the differential as set forth in this Section, except that employees who enter the DROP after May 1, 2007 shall no longer receive the differential.

Section 2: Any certification pay provided in this Article 27 shall be treated as part of the employee’s base pay for purposes of the pension plan’s definition of compensation and employee contributions.

ARTICLE 28 - SAVINGS CLAUSE

Section 1: If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree to meet at a reasonable time to renegotiate a replacement provision.

Section 2: If any provision of this Agreement, or the application of such provision is in conflict with existing mandatory Federal or State Laws, or mandatory provisions of the City Charter, such provisions shall be renegotiated and the appropriate mandatory provisions shall prevail.

Section 3: If any provision of this Agreement, or the application of such provision, is increased or modified by action of the State Legislature, the parties agree to immediately reopen negotiations on that provision and that both parties agree to negotiate in good faith to reach an expedient resolution. If after the issue is raised by either party or no agreement has been reached within sixty (60) days, both parties agree to commence impasse resolution proceedings.

ARTICLE 29 - ASSIGNMENT PAY

Section 1: Due to vacation, sick, or workload requirements Supervisory Employees assigned to temporarily assume duties and responsibilities of classifications of a higher pay grade shall receive compensation based upon the schedule in Section 3, provided the employee works in the higher classification for at least eight (8) consecutive hours before the assignment pay shall begin, unless the full time employee in the lower pay grade is working for a part-time employee in a classification of a higher pay grade, in which case, the employee must work at least four (4) consecutive hours before the assignment pay shall begin. There shall be no assignment pay during a declared emergency.

Section 2: Assignment pay shall be limited to one hundred eighty (180) days. Extensions to this time frame will require the mutual agreement between the City and the Union.

Section 3: Schedule of compensation:

- a. Supervisory to a higher pay grade in a supervisory position = minimum of paygrade or 5% (whichever is greater).

- b. Supervisory to Management/Executive = minimum of paygrade or 10% (whichever is greater).

ARTICLE 30 – REGULARLY SCHEDULED PART-TIME EMPLOYEES

Section 1: Regularly scheduled part time non-seasonal employees shall enjoy rights in all Collective Bargaining Agreement articles except for the following:

- Article 6 - Contracting and Subcontracting
- Article 8 – Pension and Pension Plan
- Article 9 - Lay-off and Recall
- Article ~~44~~10- Sick Leave (except as provided below in this Article)
- Article 13 - Bereavement Leave (except as provided below in this Article)
- Article 17 - Special Leave and Leave of Absence (except FMLA for employees who meet the minimum qualifications)
- Article 22 - Educational Reimbursement
- Article 23 - Voluntary Demotions
- Article 27 – Certification Pay

Section 2: Regularly scheduled non-seasonal part-time employees who average at least thirty (30) hours or more of work per week shall be eligible for the following benefits:

1. Sick Leave: three quarters (75%) of the sick leave accruals provided in Article 10.
2. Vacation Leave: three quarters (75%) of the vacation leave accruals provided in Article 20.
3. Holidays: eight (8) holidays and the Employee's Birthday provided in Article 18. Effective on October 1, 2016, part-time employees shall not be allowed to bank a holiday and shall instead be paid for the 8 holidays (at straight time). The employee shall elect the 8 holidays that he/she will be paid for at the beginning of each fiscal year.
4. Bereavement Leave: as provided in Article 13.
5. Health Insurance: The employee shall be responsible for one-half the appropriate premium equivalent.

6. A Flexible Spending Account as provided in Article 16 to full-time employees.
7. A non-matching City contribution to a deferred comp 457 plan in the amount of \$1,000.00 to be paid annually on the employee's anniversary date of hire.

Section 3: Regularly scheduled non-seasonal part-time employees who average more than 15 hours of work per week but less than thirty (30) hours of work per week shall be eligible for the following benefits:

1. Sick Leave: fifty percent (50%) of the sick leave accruals provided in Article 10.
2. Vacation Leave: fifty percent (50%) of the vacation leave accruals provided in Article 20.
3. Holidays: five (5) holidays and the Employee's Birthday provided in Article 18. Effective October 1, 2016, part-time employees shall not be allowed to bank a holiday and shall instead be paid for the 5 holidays (at straight time). The employee shall elect the 5 holidays that he/she will be paid for at the beginning of each fiscal year.
4. Bereavement Leave: as provided in Article 13.
5. A Flexible Spending Account in the amount of \$500.00.
6. A non-matching City contribution to a deferred comp 457 plan in the amount of \$1,000.00 to be paid annually on the employee's anniversary date of hire.

Section 4: Effective upon the ratification of this 2015-2018 Agreement, health insurance and FSA eligibility shall be established as follows:

- New employees who the City anticipates will work 30 or more hours shall be initially eligible for health insurance and FSA limits at the same time as regular full-time employees (first of the month after a 30-day waiting period). For eligibility for subsequent calendar years, their hours will be evaluated each December.
- New employees who the City anticipates will work between 15 and 29 hours, will have a 12-month look-back provision for health insurance

eligibility. In other words, a newly hired employee's hours will be analyzed on his/her anniversary date to determine if he/she is eligible for health insurance for the next calendar year. If he/she is eligible, he/she will have the option of obtaining health insurance for the next calendar year. For years thereafter, their hours will be evaluated each December for health insurance eligibility for the next calendar year. As to the FSA, they will receive the \$500.00 after a 60-day waiting period and for calendar years thereafter their hours will be evaluated each December to determine their eligibility for FSA and the eligible amount.

- New employees who the City anticipates will work less than 15 hours are not eligible for part-time benefits.

Section 5: Effective upon the ratification date of this 2015-2018 agreement, for determination as to whether newly hired part-time employees are eligible for placement into the non-medical benefits categories (i.e., sick leave, vacation leave and holidays) set forth in Section 2 or Section 3 above, the employee will be placed into the appropriate non-medical benefit category, if any, on their hire date based on the weekly hours that the employee is anticipated to work. Thereafter, the City shall monitor and re-evaluate each part-time employee's continued eligibility for the benefits applicable to their work hours, but the City agrees that absent a dramatic change in any regularly scheduled part-time employee's work schedule, the employee's benefit levels will be changed only in the beginning of the first pay period on October 1st in each year.

ARTICLE 31 - DURATION OF AGREEMENT/EFFECTIVE DATES

Section 1: This Agreement shall be effective upon the date of ratification by the parties and shall remain in full force and effect until and including September 30, 2018.

Section 2: Specific provisions as to the effective dates, found in any various Articles of this Agreement, shall not be affected by the provisions of Section 1, above. In case of conflict, the specific Agreement provisions shall prevail.

Section 3: The employer recognizes and states that it is entering into this agreement in good faith and that the City Manager, as the Chief Administrative Officer for the City, shall request adequate funding, through the City's annual budget process, to fund the provisions of this collective bargaining agreement. The approval or disapproval of the City Manager's funding request shall not be subject to the grievance and arbitration procedure described in Article 12 but, rather shall be governed by F.S. 447.309.

Section 4: All Letters of Understanding entered into between the City and AFSCME prior to the signing of this agreement shall be null and void unless specifically incorporated into this agreement.

EXECUTION OF AGREEMENT

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the City Commission of the City of Hollywood, is hereby executed with the signature affixed hereto.

Dated this _____ day of _____, 2016.

WITNESSES:

HOLLYWOOD, FLORIDA, CITY EMPLOYEES
LOCAL 2432, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFL-CIO)

As to Local 2432

By: _____
President

Date: _____

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

By: _____
Mayor

Attest: _____
City Clerk

As to the City

Approved: _____
City Manager

As to the City

Approved: _____
Budget Director

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

CITY ATTORNEY

APPENDIX I: PERC Certification 2000

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

HOLLYWOOD, FLORIDA, CITY
EMPLOYEES, LOCAL 2432,
AFSCME,

Petitioner,

v.

CITY OF HOLLYWOOD,

Respondent.

Case Nos. UC-2000-019
UC-2000-020
UC-2000-021

ORDER GRANTING UNIT
CLARIFICATION

Order Number: OOE-203
Date Issued: November 1, 2000

George H. Tucker, Coral Springs, attorney for petitioner.

James Carnicella, Hollywood, representative for respondent.

On July 6, 2000, the Hollywood, Florida, City Employees, Local 2432, AFSCME (Local 2432) filed unit clarification petitions seeking to clarify three bargaining units of City of Hollywood (City) employees it currently represents. See Hollywood Municipal Employees, Local 2432 v. City of Hollywood, No. 8H-RA-753-0157 (Fla. PERC Oct. 22, 1975) (wall-to-wall bargaining unit, certification no. 151), clarified, 6 FPER ¶ 11101 (1980), clarified, 20 FPER ¶ 25083 (1994), clarified, 24 FPER ¶ 29278 (1998); Hollywood Municipal Employees, Local 2432 v. City of Hollywood, 25 FPER ¶ 30063 (1999) (professional unit, certification no. 1239) (supervisory unit, certification no. 1240). On July 11, the Commission appointed a hearing officer to develop a record upon which the unit placement of the affected classifications could be determined.

On August 16 and 31, and September 7, the parties filed stipulations concerning the unit placement of the affected classifications into the three bargaining units and the proposed exclusion of managerial and confidential employees. The hearing officer

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accepted these stipulations and issued a recommended order on September 15, recommending that we clarify the three bargaining units in accordance with the parties' stipulations. On September 29, Local 2432 filed four exceptions to the recommended order.¹

All of the remaining exceptions pertain to inadvertent omissions or errors on the part of the hearing officer. In exception two, Local 2432 points out that, although the hearing officer recited the parties' stipulations supporting inclusion of the classification of labor pool in the wall-to-wall bargaining unit, he failed to mention this classification in his discussion and analysis regarding that unit or to recommend that the labor pool position be included in the unit. Upon our review of the recommended order, the parties' stipulations, and the supporting documents, we conclude that the hearing officer's failure to recommend the inclusion of the labor pool position in the wall-to-wall unit was inadvertent and that this classification is appropriate for inclusion in that bargaining unit. Therefore, we grant the exception and modify the recommended order accordingly.

In its third exception, Local 2432 calls our attention to the fact that the hearing officer placed the classification of project manager into the supervisory bargaining unit in his conclusions of law, despite having found earlier in his order that this classification should be added to the professional unit. Our review of the record reveals that this is a scrivener's error. Accordingly, exception three is granted and the hearing officer's

¹Local 2432's first exception merely recites that the unit clarifications were based upon the parties' stipulations. Since this exception does not raise any point of disagreement with the recommended order, it need not be addressed.

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conclusions of law are modified to place the classification of project manager in the professional bargaining unit.

Finally, in exception four, Local 2432 asserts that the hearing officer mistakenly omitted any reference to the classification of technical/business analyst despite the parties' stipulation and supporting information indicating that this classification should be included in the professional bargaining unit. Our review of the record indicates that Local 2432 petitioned for the technical/business analyst position to be included in the professional unit, but does not disclose any mention of this classification in the parties' stipulations. The position description for the technical/business analyst describes a professional, non-supervisory position. Moreover, we infer from the absence of any reference to this position in the original certification of this bargaining unit that it was created after the unit was certified. Therefore, we grant exception four and modify the recommended order to include the technical/business analyst position in the professional bargaining unit.

Having reviewed the entire record and resolved the exceptions to the recommended order, we agree with the hearing officer's analysis of the dispositive legal issue, his recommendations, and his conclusions of law, as modified above. Accordingly, we adopt the hearing officer's recommended order, as modified by our resolution of the exceptions, and clarify certification no. 151, the wall-to-wall bargaining unit; certification no. 1239, the professional bargaining unit; and certification no. 1240, the supervisory bargaining unit, as follows:

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The Wall-to-Wall Unit (certification 151)

INCLUDED: All full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year, including those in the following classifications: Accounting Clerk; Administrative Assistant; Administrative Secretary; Adult Program Supervisor; Air Conditioning/Refrigeration Mechanic; Animal Control Officer; Aquatics Director; Assistant Beach Patrol Superintendent; Assistant Community Development Coordinator; Assistant Housing Rehabilitation Specialist; Assistant Planner; Associate Planner; Automotive Mechanic; Automotive Service Helper; Beach Attendant; Beach Maintenance Supervisor; Bookkeeping Clerk; Budget Technician; Building Compliance Inspector; Building Inspector; Building Plans Examiner; Buyer; CAD Technician; Carpenter; Carpenter Supervisor; Cashier; Center Coordinator; Chief Building Inspector; Chief Building Plans Examiner; Chief Clerk; Chief Electrical Inspector; Chief Fire/Rescue Mechanic; Chief Mechanic; Chief Mechanical Examiner; Chief Permit Processor; Chief Plumbing Inspector; Chief Utility Mechanic; Citizen Resource Officer; Clerk II; Clerk III; Clerk Typist; Code Enforcement Officer; Collection Truck Operator; Communications Clerk; Communications Shift Supervisor; Communications Technician; Community Development Coordinator; Community Liaison Officer; Community Service Aide; Community Service Officer; Compliance Officer; Compliance Technician II; Computer Operator I; Computer Operator II; Computer Programmer I; Computer Programmer II; Contract Compliance Coordinator; Control Systems Supervisor; Crime Prevention Specialist; Crime/Intelligence Analyst; Cultural Arts Coordinator; Custodian; Data Entry Clerk; Dockmaster; Electrical Inspector; Electrical/Mechanical Supervisor; Electrician; Electro Technician; Engineering Inspector; Environmental Compliance Coordinator; Environmental Specialist; Equipment Operator; Facility Maintenance Technician; Field Services Superintendent; Financial Systems Analyst; Fingerprint Technician; Fire Equipment Technician; Fire/Rescue Apparatus Mechanic; Geographic Information Coordinator; Geographic Information Technician; Groundskeeper; Head Cashier; Heavy Equipment Operator; Housing Counselor; Housing Inspector; Housing Loan Processor; Housing Program Supervisor; Housing Rehab. Specialist; Identification Technician I; Identification Technician II; Identification Technician III; Information Services Specialist I; Information Services Specialist II; Crime/Intelligence Analyst; Inventory Control Specialist; Lab Technician; Laborer; Landscape Inspector; Latent Fingerprint Examiner; Lead Code Enforcement Officer; Lifeguard; Mail Courier; Maintenance Technician; Marina Attendant; Marina Security Guard;

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Marine Safety Lieutenant; Marine Safety Officer; Marine Safety Specialist
Marketing and Promotions Coordinator; Marketing Coordinator; Mechanical
Inspector; Meter Repair Technician I; Meter Repair Technician II; Microcomputer
Analyst I; Microcomputer Analyst II; Microcomputer Intern; Network Analyst;
Nursery/Landscape Supervisor; Occupational License Inspector; Packer Operator;
Painter; Park Ranger; Parking Enforcement Specialist; Parking Meter Checker
Supervisor; Parking Meter Technician; Parking Meter Technician Supervisor;
Payroll Coordinator; Permit/Violations Processor I; Permit/Violations Processor II;
Photo Lab Technician; Plant Operator I; Plant Operator II; Plumber; Plumbing
Inspector; Police Information Clerk; Police Storekeeper; Pool Lifeguard; Pool
Supervisor; Printer; Printing Supervisor; Process Control Systems Technician
(Analyst); Programmer/Analyst; Property Clerk; Property Survey/Records
Coordinator; Public Works Education Coordinator; Public Works Supervisor;
Rangemaster; Records Processor; Recreation Aide; Recreation Leader; Recrea-
tion Leader Trainee; Recreation Maintenance Aide; Recreation Maintenance
Manager; Refuse Collection Section Supervisor; Refuse Collector; Regulatory
Compliance Officer; Sanitation Equipment Mechanic; Safety & Loss Control Engi-
neer; School Crossing Guard; School Crossing Guard Leader; Secretary; Senior
Accounting Clerk; Senior Buyer; Senior CADD Operator; Senior Communications
Technician; Senior Pool Lifeguard; Senior Property Clerk; Software Analyst;
Sound and Light Technician; Special Events Coordinator; Special Events Super-
visor; Storekeeper; Storekeeper Supervisor; Stores Clerk; Stores Driver; Storm-
water Technician; Technical Theater Specialist; Telecommunicator I; Telecommu-
nicator II; Theater Assistant; Theater Specialist; Treatment Plant Mechanic I;
Treatment Plant Mechanic II; Urban Forest/Irrigation Supervisor; Utilities Service-
worker I; Utilities Serviceworker II; Utilities Serviceworker III; Utility Locator &
Inspector; Utility Maintenance Helper; Utility Shift Supervisor; Victims Advocate;
Capital Projects Education Coordinator; Communications Analyst; Special Events
Leader; Lead Custodian; CDL Licensed Labor Pool; Administrative Assistant II to
the Mayor and City Commission; Clerical Specialist II to the Mayor and City
Commission, and Labor Pool.

EXCLUDED: All fire fighters, police officers, supervisory, professional, managerial
(attachment A), confidential (attachment B) employees, temporary employees who
are employed in their job titles one year or less, grant employees who are
employed in their job titles one year or less, and seasonal employees working less
than 130 days per year.

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The Professional Unit (Certification 1239)

INCLUDED: All professional full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year, in the following classifications: Accountant II and III; Assistant City Engineer; Civil Engineer I, II, and III; Control Instrumentation Engineer; Director, Division Of Video and Television Services; Grant Assistant; Engineering Support Services Manager; Principal Planner; Revenue Auditor; Senior Accountant; Technical Systems Analyst; Urban Designer; Utilities Contract Accountant; Utilities Laboratory Manager; Water/Wastewater Systems Coordinator; Claims Manager; Human Resources Analyst; Senior Human Resources Analyst; Special Assistant to the Mayor and City Commission; Human Relations Analyst System Analyst; Traffic Engineer; Senior Budget Analyst Utilities; Revenue Analyst; Citizens Service Center Coordinator Technical Systems Manager; Architect; Process Control System Administrator; Chief Chemist-QA/QC Officer; Zoning Administrator; Engineer; Accountant; Senior Engineer/Fire Prevention; Senior Engineer; Engineer Registered; Utilities Contract Auditor; Project Manager, and Technical/Business Analyst.

EXCLUDED: Assistant City Attorney; Director, Office of Management and Budget; Director, General Finance Division; Municipal Prosecutor; Police Legal Advisor; Senior Assistant City Attorney; Special Litigation Counsel; and all other employees of the City of Hollywood.

The Supervisory Unit (Certification 1240)

INCLUDED: All supervisory full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year in the following classifications: Sanitation Supervisor; Stormwater Manager; Underground Utilities Manager, Utilities Maintenance Manager; Wastewater Plant Manager; Water Plant Manager; Beach Safety Superintendent; Cultural Arts Manager; Director, Division of Records and Archives; Records Manager; Recreation Programs Manager; Telecommunications Manager; Streets Superintendent; Senior Projects Manager; Community Development Manager; Fleet Maintenance Superintendent; Director, Television and Video Services; Operations Manager, Division of Buildings and Grounds;

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Operations Manager, Division of Streets and Highways; Forestry/Landscape Project Manager; Wastewater Maintenance Superintendent; Special Events Manager; Manager, Water Quality Services; Engineering Support Services; Director of Master Planning; and Executive Assistant (Mayor/Commission).

EXCLUDED: Assistant Director, Public Works; Deputy Director, Public Utilities-Technical Support; Director, Division of Computer Operations and Technical Services; Director, Division of Systems and Programming; Director, Real Estate; Employment and Compensation Manager; Environmental Services Manager; Career Development, Training, and Employee Relations Manager; Parking Operations Manager; Risk Manager; Treasury Manager; and all other employees of the City of Hollywood.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within thirty days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes, and the Florida Rules of Appellate Procedure.

It is so ordered.

POOLE, Chair, and JACKSON, Commissioner, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on November 1, 2000.

BY: Mary Ann Burns
Clerk

/bjk



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Appendix A (Managerial Employees)

Director, Office of Management and Budget
Director, Office of Public Relations
Deputy Director Public Utilities--Operations
Deputy Police Chief
Director, Office of Human Resources and Labor Relations
Director, Office of Parking Administration
Director, Dept. of Information Services
Director Dept. of Public Utilities
Director, Dept. of Financial Services
Director, Dept. of Public Works
Director, Dept. of Development Admin.
Director, Dept. of Parks, Recreation and Cultural Arts
Director, Office of Human Relations
Director, Purchasing and Materials Management
Employment and Compensation Manager
City Manager
Assistant City Manager
City Attorney
City Clerk
City Engineer
Chief Building Official
Fire/Rescue Chief
Police Chief
Director, Network Computer Services
Assistant to the Director, Department of Public Works
General Accounting Manager
Assistant to the Director, Division of Parks, Recreation and Cultural Arts
Assistant to the Director, Department of Design and Construction Management
Director, Department of Design and Construction Management
Director, Division of Community Planning
Director, Division of Code Enforcement

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Appendix B (Confidential Employees)

Administrative Assistant I to the Employment and Compensation Manager
Administrative Assistant II to the Assistant City Manager
Administrative Assistant II to Deputy Police Chief
Administrative Assistant II to the Director, Parks, Recreation and Cultural Arts
Administrative Assistant II to the Director, Development Administration
Administrative Assistant II to the Director, Financial Services
Administrative Assistant II to the Director, Information Services
Administrative Assistant II to the Director, Human Relations
Administrative Assistant II to the Director, Human Resources and Labor Relations
Administrative Assistant II to the Director, Management and Budget
Administrative Assistant II to the Director, Parking Administration
Administrative Assistant II to the Director, Public Utilities
Administrative Assistant II to the Director, Public Works
Administrative Assistant II to the Fire Chief
Administrative Assistant II to the Police Chief
Administrative Assistant II to the Director, Public Relations
Administrative Assistant III to the City Attorney
Administrative Assistant III to the City Manager
Deputy City Clerk to the City Clerk
Legal Secretary to the City Attorney
Paralegal to the City Attorney
Assistant to the City Manager
Equal Opportunity Manager

APPENDIX II: Classification Titles and Salary Ranges

Supervisory Pay Grade and Pay Ranges

Pay Grade	Min	Max
S1	\$45,000.00	\$72,000.00
S2	\$48,150.00	\$77,040.00
S3	\$53,066.12	\$84,905.79
S4	\$56,780.75	\$91,923.13
S5	\$60,755.40	\$97,208.64
S6	\$65,008.28	\$104,013.25
S7	\$69,558.86	\$111,294.17
S8	\$74,427.98	\$119,084.77

Job Title with Pay Grade

Job Title	Pay Grade
Assistant Customer Service Manager	S5
Collections Supervisor	S5
Electrical Mechanical Security Superintendent	S6
Engineering Support Services Manager - Architectural	S8
Engineering Support Services Manager - Engineering	S8
Environmental Services Superintendent	S5
Fleet Superintendent	S5
Marine Safety Chief	S5
Parking Operations Superintendent	S5
Police Property and Facilities Manager	S5
Police Records Manager	S5
Records and Archive Manager	S5
Senior Coastal Project Manager	S7
Senior Project Manager	S7
Streets Superintendent	S4
Underground Utilities Superintendent	S6
Utilities Accounting Supervisor	S5
Utility Billing Supervisor	S5
Wastewater Maintenance Superintendent	S6
Wastewater Plant Superintendent	S6
Water Plant Operations Superintendent	S6
Water Quality Manager	S7

APPENDIX III: Authorization for Payroll Deductions



We Make Hollywood Happen

HOLLYWOOD MUNICIPAL EMPLOYEES, LOCAL 2432

AUTHORIZATION FOR PAYROLL DEDUCTION

Name: _____

Department or Division: _____

Effective _____ I hereby request and authorize you to deduct from my earnings each pay period an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by A.F.S.C.M.E. Local 2432. The amount deducted shall be paid to the treasurer of Local 2432. This authorization shall remain in effect unless terminated by me with thirty (30) days written notice to both Local 2432 and the City of Hollywood.

Signature

Print

Phone: (____) _____ Email: _____

Address: _____

General Supervisory Professional

PLEASE COMPLETE AND RETURN TO AFSCME LOCAL 2432
2734 Hollywood Boulevard, Hollywood Florida 33020
www.local2432.com

APPENDIX IV: Sick Leave Pool Policy

2. A participating employee may be granted Leave from the Pool only after depletion of all personal accrued sick, vacation, and compensatory leave credits. Sick leave withdrawn may only be used for non-work related catastrophic, long-term illnesses or injuries of the participating employees. The participating employee may initially be eligible to receive up to ninety (90) days of leave from the Sick Leave Pool Account. Requests for additional Leave from the Pool are subject to approval by the Committee.
3. Eligible participants must contribute eight (8) hours of accrued sick or vacation leave to the Pool once every twelve (12) months. If the Committee finds that an insufficient amount of Leave exists in the Pool, additional leave requests may be made from all participants. All leave contributed to the Pool shall be removed from the participating employees' leave accounts by the Payroll Office and shall be placed into the Sick Leave Pool Account. Participating employees will be required to re-enroll on an annual basis to continue participation in the program. Once enrolled, the requested amount of accumulated sick leave hours will be automatically deducted from the designated leave accounts of participating employees and credited to the Sick Leave Pool Account. Use of the Sick Leave Pool Account will be monitored by Human Resources and the Payroll Division.
4. A participating employee shall be allowed to "donate" to the pool up to eight (8) hours of any unused or unpaid sick or vacation leave from his/her individual leave balances at the time of retirement or at the end of each leave year (September 30th). The ten (10) days of mandatory use of vacation leave by Executive, Management and Professional employees may not be used toward the contribution of time for the Sick Leave Pool.
5. Participation requests shall be made in writing to Human Resources. Prior to authorizing the use of leave from the Pool, the Sick Leave Pool Committee shall require medical certification of the accident, illness, or injury for the individual in which the use of Pool Leave is requested and any other medical information concerning anticipated duration of the condition and outlook for recovery. The official sick leave record of the requesting employee may also be reviewed prior to any authorization of sick leave pool benefits. Such review will be used to determine if an employee has abused his/her sick leave prior to the request of leave from the Pool. All medical records and information shall remain confidential with the Sick Leave Pool Committee.
6. A participating employee who withdraws sick leave hours from the Pool will not be required to replace those hours, except as a regular contributing member of the Pool.
7. Any Leave hours contributed to the Sick Leave Pool will be permanently forfeited to the pool and shall be used exclusively for the purpose of carrying out the Pool's objectives.

APPENDIX V: Hollywood Ordinance: Pensions and Retirement

City of Hollywood's General Employees' Pension Plan Chapter 33 of the City's Ordinance shall be attached when the amendments are incorporated into the codified ordinance.

APPENDIX VI: Letters of Understanding



CITY of HOLLYWOOD, FLORIDA

COPY

James Carnicella
Director

March 23, 2000

(954) 921-3213
MAR 23 PM 3:33
HUMAN RESOURCES DIV.

Mr. Ralph Dierks
President, AFSCME, Local 2432
2415 Hollywood Boulevard
Hollywood, FL 33020

Dear Ralph:

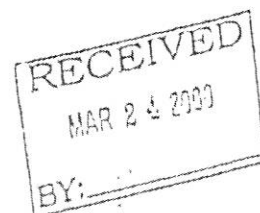
This letter serves to clarify the manner in which new hire merit increases for Supervisory Unit employees and Professional Unit employees will occur.

Supervisory and Professional Unit employees hired before July 1* shall be entitled to annual salary increases/adjustments, effective the October 1* after their date of hire. Employees hired on or after July 1* shall not be entitled to an annual increase on the October 1* after the date of hire. These employees will become eligible for an annual increase on the subsequent October 1* (maximum of 15 months for eligibility). This process shall replace any employee in a pro-rated status.

Sincerely,

James E. Carnicella

c: Department and Office Directors
Employment and Compensation Manager
Payroll



DIVISION OF HUMAN RESOURCES / P.O. Box 229045 / Hollywood, Florida 33022-9045 / Fax (954) 921-3437

"An Equal Opportunity and Service Provider"

C. Carlos Jara



CITY of HOLLYWOOD, FLORIDA

Samuel A. Finz
City Manager

January 22, 2002

(954) 921-3201

Mr. Ralph Dierks
President, AFSCME, Local 2432
2415 Hollywood Boulevard
Hollywood, FL 33020

RE: Zabric Grievance

HUMAN RESOURCES DIV.
2002 JAN 22 PM 5:10

Dear Ralph,

The City is willing to settle the grievance filed by Mr. William Zabric in regard to Article 10 of the AFSCME Bargaining Unit Agreement issue in the following manner:

Mr. Zabric will receive a merit increase correspondent to his October 1, 2000 performance evaluation score. If an evaluation was not completed on this date, it will be completed at this time and will be based on his performance the preceding year. This increase shall be retroactive to October 1, 2000. Applicable subsequent salary increases and/or adjustments, if any, will also be applied.

The City believes this grievance was untimely; however, the parties understand that this settlement agreement is applicable to this particular circumstance only and will be non-precedent setting and non-binding. The City recognizes that the resolution of the above-referenced matters in a manner favorable to interests of the parties cannot be reasonably predicted and that further administrative action will require the expenditure of significant funds and resources by all parties.

Furthermore, this agreement serves to include promotions in the letter dated March 23, 2001 from Mr. James Carnicella. Specifically, supervisory and professional unit employees hired or promoted before July 1st shall be entitled to annual salary increases/adjustments, effective the October 1st after their date of hire or promotion.

Sincerely,

Gail Reinfeld
Gail Reinfeld
Interim Director, Human
Resources & Risk Management

FOR THE CITY

Gail Reinfeld
Gail Reinfeld, Interim Director, Human Resources

1/22/02
Date

FOR THE UNION

Ralph Dierks
Ralph Dierks, President, AFSCME, Local 2432

1/22/02
Date

c: Samuel A. Finz, City Manager
Whit Van Cott, Director, Public Utilities

OFFICE OF THE CITY MANAGER / 2600 Hollywood Blvd. / P.O. Box 229045 / Hollywood, Florida 33022-9045 / Fax (954) 921-3314

"An Equal Opportunity and Service Provider Agency"

RJD
1/22/02



CITY of HOLLYWOOD, FLORIDA

Office of Human Resources and Risk Management
2600 Hollywood Blvd. • Room 206 • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3218 • www.hollywoodfl.org

February 10, 2011

Re: Letter of Understanding Regarding Methodology Used in the
Calculation of DROP Account Earnings

Dear Mr. Dierks:

The purpose of this letter is to document and clarify our mutual understanding and agreement regarding the methodology used in the calculation of Deferred Retirement Option Plan ("DROP") Account earnings.

The terms of the agreement are as follows:

**DROP ACCOUNT EARNINGS SHALL BE CALCULATED IN THE
FOLLOWING MANNER:**

- a. DROP accounts shall accrue earnings at the same rate of return as the net rate of investment return on Plan assets.
- b. DROP earnings shall initially be calculated and posted to the employee's DROP account balance on a quarterly basis. Quarter 1: October 1 – December 31; Quarter 2: January 1 – March 31; Quarter 3: April 1 – June 30; Quarter 4: July 1 – September 30.

Effective September 30 of each fiscal year, the DROP account's dollar earnings (positive or negative) for each quarter of the fiscal year shall be added together to determine the Annual dollar earnings, which shall then be posted to the DROP account except in the event that the Annual dollar earnings as determined above are less than zero in which case zero (\$0) dollars shall be applied to the DROP account.

Hollywood



2007

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect. We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

February 10, 2011

Letter of Understanding Re: Methodology Used in the Calculation of DROP Account Earnings

Page 2 of 2

Attached hereto and made a part hereof is Attachment I entitled "Illustrations of the Described Method of Interest Calculation on DROP Accounts."

For those members who separate from City employment, the DROP account's dollar earnings (positive or negative) for each complete quarter of the separating fiscal year shall be added together along with earnings through the end of the quarter of separation. The dollar earnings for the incomplete quarter of separation shall be calculated utilizing the rate of return (positive or negative) of the preceding four (4) complete quarters prior to the member's separation.

Attached hereto and made a part hereof is Attachment II entitled "Illustration of Method of Interest Calculation for Members Who Separate from Employment".

Accordingly, no DROP account at the end of any fiscal year or upon separation of City employment shall have a balance less than the dollar amount it contained at the beginning of the fiscal year plus any monthly DROP payments credited/deposited into the DROP Account.

Please affix your signature to the appropriate signature line indicating agreement to this Letter of Understanding.

Sincerely,



Gail Reinfeld
Director, HR & Risk Management



Ralph Dierks
President, Local 2432 AFSCME

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: 
CITY ATTORNEY

ATTACHMENT I: ILLUSTRATIONS OF THE DESCRIBED METHOD OF INTEREST CALCULATION ON DROP ACCOUNTS

Scenario 1 - Positive Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1		Deposits	Earnings
Beginning Balance	\$10,000.00		(\$886.00)
1-Oct	\$1,000		(\$88.60)
1-Nov	\$1,000		(\$59.07)
1-Dec	\$1,000		(\$29.53)
Balance	\$13,000.00		
Quarter 1	-8.86%		(\$1,063.20)
Quarter 2			
Beginning Balance	\$11,936.80		(\$537.16)
1-Jan	\$1,000		(\$45.00)
1-Feb	\$1,000		(\$30.00)
1-Mar	\$1,000		(\$15.00)
Balance	\$14,936.80		(\$627.16)
Quarter 2	-4.50%		
Quarter 3			
Beginning Balance	\$14,309.64		\$1,073.22
1-Apr	\$1,000		\$75.00
1-May	\$1,000		\$50.00
1-Jun	\$1,000		\$25.00
Balance	\$17,309.64		
Quarter 3	7.50%		\$1,223.22
Quarter 4			
Beginning Balance	\$18,532.86		\$1,528.96
1-Jul	\$1,000		\$82.50
1-Aug	\$1,000		\$55.00
1-Sep	\$1,000		\$27.50
Balance	\$21,532.86		
Quarter 4	8.25%		\$1,693.96
Ending Balance	\$23,226.82		
"Earnings"			
Quarter 1		(\$1,063.20)	
Quarter 2		(\$627.16)	
Quarter 3		\$1,223.22	
Quarter 4		\$1,693.96	
Total FY2011		\$1,226.82	
Balance 9/30/10		\$10,000.00	
Deposits		\$12,000.00	
Total "Earnings"		\$1,226.82	
Balance 9/30/2011		\$23,226.82	

Scenario 2 - Negative Annual ROR with Negative Annual Earnings

FY2011 - Quarter 1		Deposits	Earnings
Beginning Balance	\$10,000.00		\$325.00
1-Oct	\$1,000		\$32.50
1-Nov	\$1,000		\$21.67
1-Dec	\$1,000		\$10.83
Balance	\$13,000.00		
Quarter 1	3.25%		\$390.00
Quarter 2			
Beginning Balance	\$13,390.00		(\$602.55)
1-Jan	\$1,000		(\$45.00)
1-Feb	\$1,000		(\$30.00)
1-Mar	\$1,000		(\$15.00)
Balance	\$16,390.00		
Quarter 2	-4.50%		(\$692.55)
Quarter 3			
Beginning Balance	\$15,697.45		(\$1,177.31)
1-Apr	\$1,000		(\$75.00)
1-May	\$1,000		(\$50.00)
1-Jun	\$1,000		(\$25.00)
Balance	\$18,697.45		
Quarter 3	-7.50%		(\$1,327.31)
Quarter 4			
Beginning Balance	\$17,370.14		\$911.93
1-Jul	\$1,000		\$82.50
1-Aug	\$1,000		\$35.00
1-Sep	\$1,000		\$17.50
Balance	\$20,370.14		
Quarter 4	5.25%		\$1,016.93
Ending Balance	\$21,387.07		
"Earnings"			
Quarter 1		\$390.00	
Quarter 2		(\$692.55)	
Quarter 3		(\$1,327.31)	
Quarter 4		\$1,016.93	
Total FY2011		(\$612.93)	
Balance 9/30/10		\$10,000.00	
Deposits		\$12,000.00	
Total "Earnings"		\$0.00	
Balance 9/30/2011		\$22,000.00	

Scenario 3 - Negative Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1		Deposits	Earnings
Beginning Balance	\$10,000.00		(\$1,000.00)
1-Oct	\$1,000		(\$100.00)
1-Nov	\$1,000		(\$66.67)
1-Dec	\$1,000		(\$33.33)
Balance	\$13,000.00		
Quarter 1	-10%		(\$1,200.00)
Quarter 2			
Beginning Balance	\$11,800.00		(\$531.00)
1-Jan	\$1,000		(\$45.00)
1-Feb	\$1,000		(\$30.00)
1-Mar	\$1,000		(\$15.00)
Balance	\$14,800.00		
Quarter 2	-5%		(\$621.00)
Quarter 3			
Beginning Balance	\$14,179.00		\$815.29
1-Apr	\$1,000		\$57.50
1-May	\$1,000		\$38.33
1-Jun	\$1,000		\$19.17
Balance	\$17,179.00		
Quarter 3	5.75%		\$930.29
Quarter 4			
Beginning Balance	\$18,109.29		\$1,113.72
1-Jul	\$1,000		\$61.50
1-Aug	\$1,000		\$41.00
1-Sep	\$1,000		\$20.50
Balance	\$21,109.29		
Quarter 4	6.15%		\$1,236.72
Ending Balance	\$22,346.01		
"Earnings"			
Quarter 1		(\$1,200.00)	
Quarter 2		(\$621.00)	
Quarter 3		\$930.29	
Quarter 4		\$1,236.72	
Total FY2011		\$346.01	
Balance 9/30/10		\$10,000.00	
Deposits		\$12,000.00	
Total "Earnings"		\$346.01	
Balance 9/30/2011		\$22,346.01	

ATTACHMENT II: ILLUSTRATION OF METHOD OF INTEREST CALCULATION FOR MEMBERS WHO SEPARATE FROM EMPLOYMENT

Scenario 1 - Member who Separates from Employment on May 19 with Positive Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	\$10,000.00	(\$650.73)
1-Oct	\$1,000.00	(\$65.07)
1-Nov	\$1,000.00	(\$43.38)
1-Dec	\$1,000.00	(\$21.69)
Balance	\$13,000.00	(\$780.87)
Quarter 1	-6.5073%	(\$780.87)
Quarter 2		
Beginning Balance	\$12,219.13	\$987.54
1-Jan	\$1,000.00	\$80.82
1-Feb	\$1,000.00	\$53.88
1-Mar	\$1,000.00	\$26.94
Balance	\$15,219.13	\$1,149.18
Quarter 2	8.0819%	\$1,149.18
Quarter 3		
Beginning Balance	\$16,368.31	\$174.39
1-Apr	\$1,000.00	\$10.65
1-May	\$612.90	\$2.53
Balance	\$17,981.21	\$187.58
4/1/2011-3/31/2012 ROR:	8.2315%	\$187.58
Ending Balance	\$18,168.79	
"Earnings"		
Quarter 1	(\$780.87)	
Quarter 2	\$1,149.18	
Quarter 3	\$187.58	
Total FY2011	\$555.89	
Balance 9/30/10	\$10,000.00	
DROP Deposits	\$7,612.90	
Total "Earnings"	\$555.89	
Balance 5/19/2011	\$18,168.79	

Scenario 2 - Member who Separates from Employment on May 19 with Negative Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	\$10,000.00	(\$650.73)
1-Oct	\$1,000.00	(\$65.07)
1-Nov	\$1,000.00	(\$43.38)
1-Dec	\$1,000.00	(\$21.69)
Balance	\$13,000.00	(\$780.87)
Quarter 1	-6.5073%	(\$780.87)
Quarter 2		
Beginning Balance	\$12,219.13	\$254.16
1-Jan	\$1,000.00	\$20.80
1-Feb	\$1,000.00	\$13.87
1-Mar	\$1,000.00	\$6.93
Balance	\$15,219.13	\$295.76
Quarter 2	2.0800%	\$295.76
Quarter 3		
Beginning Balance	\$15,514.89	(\$244.20)
1-Apr	\$1,000.00	(\$15.74)
1-May	\$612.90	(\$3.74)
Balance	\$17,127.79	(\$263.68)
4/1/2011-3/31/2012 ROR:	-11.1146%	(\$263.68)
Ending Balance	\$15,864.11	
"Earnings"		
Quarter 1	(\$780.88)	
Quarter 2	\$295.76	
Quarter 3	(\$263.68)	
Total FY2011	(\$748.79)	
Balance 9/30/10	\$10,000.00	
DROP Deposits	\$7,612.90	
Total "Earnings"	\$0.00	
Balance 5/19/2011	\$17,612.90	

* These precise earnings are calculated using a complex mathematical formula not reflected in this illustration.

GRIEVANCE SETTLEMENT

This GRIEVANCE SETTLEMENT is entered into between the CITY OF HOLLYWOOD ("City") and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME" or "Union")

WHEREAS, there is presently a dispute between the City and Local 2432 arising out of the parties' Collective Bargaining Agreement regarding the interest to be paid on accounts of employees participating in the Deferred Retirement Option Plan ("DROP" or "Plan");

WHEREAS, the City's position is that the accounts of DROP employees are subject to losing principal based upon the investment rate of return of the City of Hollywood Employees' Retirement Fund pursuant to the parties' Collective Bargaining Agreement ("CBA");

WHEREAS, the Union's position is that the accounts of DROP employees earn interest and are not subject to losing principal based upon the investment rate of return of the City of Hollywood Employees' Retirement Fund ("Fund") pursuant to the parties' CBA;

WHEREAS, the Union filed a grievance regarding the instant dispute and the case is presently pending arbitration;

WHEREAS, the parties recognize that resolution of this grievance in a manner favorable to their respective interests cannot be reasonably predicted and that further administrative action will require the expenditure of significant funds and resources by all parties;

WHEREAS, the parties, pursuant to the CBA, are desirous of finally and amicably resolving this matter in lieu of further administrative action regarding this grievance; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and AFSCME, intending to be legally bound, do hereby stipulate and agree as follows:

1. DROP account earnings shall be calculated in the following manner:
 - a. DROP accounts shall accrue earnings at the same rate of return as the net rate of investment return on Plan assets.
 - b. DROP earnings shall initially be calculated and posted to the employee's DROP account balance on a quarterly basis Quarter 1: October 1 – December 31; Quarter 2:

January 1- March 31; Quarter 3: April 1-June 30, Quarter 4: July 1-September 30.

Effective September 30 of each fiscal year, the DROP account's dollar earnings (positive or negative) for each quarter of the fiscal year shall be added together to determine the Annual dollar earnings, which shall then be posted to the DROP account except in the event that the Annual dollar earnings as determined above are less than zero in which case zero (\$0) dollars shall be applied to the DROP account.

Accordingly, no DROP account at the end of any fiscal year or upon separation of City employment shall have a balance less than the dollar amount it contained at the beginning of the fiscal year plus any monthly DROP payments credited/deposited into the DROP account.

Attached hereto and made a part hereof is Attachment I entitled "Illustrations of Described Method of Interest Calculation on DROP Account."

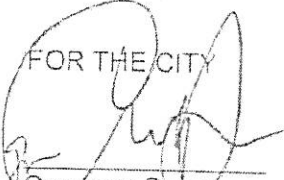
2. Upon execution of this Grievance Settlement, the parties agree to enter into a Letter of Understanding clarifying/reflecting the calculation of DROP Account earnings set forth in Paragraph 1, above, including the "Illustrations of the Method of Interest Calculation on DROP Account contained in said Paragraph, Paragraph 1".
3. The City agrees to pay the aggregate sum of \$24,000 to employees who held non-guaranteed DROP accounts on September 30, 2008. The aggregate sum of money shall be credited/deposited to the employees DROP accounts on a proportionate basis based upon the percentage of monies in each employee's non-guaranteed DROP account on September 30, 2008 in relation to the total of DROP monies in all non-guaranteed accounts on September 30, 2008.
4. The City agrees not to seek reimbursement of any monies and to waive any rights it may possess to seek reimbursement of monies from any employee who maintained a DROP account on or after November 2008 arising out of a miscalculation of earnings from November

2008 through the date of implementation of the DROP Account earnings method set forth in Section 1, above, by the Plan Trustees.

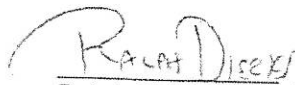
4. The Union shall withdraw the grievance in this case with prejudice.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT.

Effective this 10th day of FEBRUARY, 2011

FOR THE CITY

Cameron Beason
City Manager

2/10/11
Date

FOR AFSCME

Ralph Dierks
President

2/10/11
Date

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: 
CITY ATTORNEY

ATTACHMENT I: ILLUSTRATIONS OF THE DESCRIBED METHOD OF INTEREST CALCULATION ON DROP ACCOUNTS

Scenario 1 - Positive Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1		Deposits	Earnings
Beginning Balance	\$10,000.00	\$1,000	(\$886.00)
1-Oct	\$1,000	\$1,000	(\$88.60)
1-Nov	\$1,000	\$1,000	(\$59.07)
1-Dec	\$1,000	\$1,000	(\$29.53)
Balance	\$13,000.00		
Quarter 1		-8.86%	(\$1,063.20)
Quarter 2			
Beginning Balance	\$11,936.80		(\$537.16)
1-Jan	\$1,000	\$1,000	(\$45.00)
1-Feb	\$1,000	\$1,000	(\$30.00)
1-Mar	\$1,000	\$1,000	(\$15.00)
Balance	\$14,936.80		
Quarter 2		-4.50%	(\$627.16)
Quarter 3			
Beginning Balance	\$14,309.64		\$1,073.22
1-Apr	\$1,000	\$1,000	\$75.00
1-May	\$1,000	\$1,000	\$50.00
1-Jun	\$1,000	\$1,000	\$25.00
Balance	\$17,309.64		
Quarter 3		7.50%	\$1,223.22
Quarter 4			
Beginning Balance	\$18,532.86		\$1,528.96
1-Jul	\$1,000	\$1,000	\$82.50
1-Aug	\$1,000	\$1,000	\$55.00
1-Sep	\$1,000	\$1,000	\$27.50
Balance	\$21,532.86		
Quarter 4		8.25%	\$1,693.96
Ending Balance	\$23,226.82		
"Earnings"			
Quarter 1			(\$1,063.20)
Quarter 2			(\$627.16)
Quarter 3			\$1,223.22
Quarter 4			\$1,693.96
Total FY2011			\$1,226.82
Balance 9/30/10			\$10,000.00
Deposits			\$12,000.00
Total "Earnings"			\$1,226.82
Balance 9/30/2011			\$23,226.82

Scenario 2 - Negative Annual ROR with Negative Annual Earnings

FY2011 - Quarter 1		Deposits	Earnings
Beginning Balance	\$10,000.00	\$1,000	\$325.00
1-Oct	\$1,000	\$1,000	\$32.50
1-Nov	\$1,000	\$1,000	\$21.67
1-Dec	\$1,000	\$1,000	\$10.83
Balance	\$13,000.00		
Quarter 1		3.25%	\$390.00
Quarter 2			
Beginning Balance	\$13,390.00		(\$602.55)
1-Jan	\$1,000	\$1,000	(\$45.00)
1-Feb	\$1,000	\$1,000	(\$30.00)
1-Mar	\$1,000	\$1,000	(\$15.00)
Balance	\$16,390.00		
Quarter 2		-4.50%	(\$692.55)
Quarter 3			
Beginning Balance	\$15,697.45		(\$1,177.31)
1-Apr	\$1,000	\$1,000	(\$75.00)
1-May	\$1,000	\$1,000	(\$50.00)
1-Jun	\$1,000	\$1,000	(\$25.00)
Balance	\$18,697.45		
Quarter 3		-7.50%	(\$1,327.31)
Quarter 4			
Beginning Balance	\$17,370.14		\$911.93
1-Jul	\$1,000	\$1,000	\$52.50
1-Aug	\$1,000	\$1,000	\$35.00
1-Sep	\$1,000	\$1,000	\$17.50
Balance	\$20,370.14		
Quarter 4		5.25%	\$1,016.93
Ending Balance	\$21,387.07		
"Earnings"			
Quarter 1			\$390.00
Quarter 2			(\$692.55)
Quarter 3			(\$1,327.31)
Quarter 4			\$1,016.93
Total FY2011			(\$612.93)
Balance 9/30/10			\$10,000.00
Deposits			\$12,000.00
Total "Earnings"			\$0.00
Balance 9/30/2011			\$22,000.00

Scenario 3 - Negative Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1		Deposits	Earnings
Beginning Balance	\$10,000.00	\$1,000	(\$1,000.00)
1-Oct	\$1,000	\$1,000	(\$100.00)
1-Nov	\$1,000	\$1,000	(\$66.67)
1-Dec	\$1,000	\$1,000	(\$33.33)
Balance	\$13,000.00		
Quarter 1		-10%	(\$1,200.00)
Quarter 2			
Beginning Balance	\$11,800.00		(\$531.00)
1-Jan	\$1,000	\$1,000	(\$45.00)
1-Feb	\$1,000	\$1,000	(\$30.00)
1-Mar	\$1,000	\$1,000	(\$15.00)
Balance	\$14,800.00		
Quarter 2		-5%	(\$621.00)
Quarter 3			
Beginning Balance	\$14,179.00		\$815.29
1-Apr	\$1,000	\$1,000	\$57.50
1-May	\$1,000	\$1,000	\$38.33
1-Jun	\$1,000	\$1,000	\$19.17
Balance	\$17,179.00		
Quarter 3		5.75%	\$830.29
Quarter 4			
Beginning Balance	\$18,109.29		\$1,113.72
1-Jul	\$1,000	\$1,000	\$61.50
1-Aug	\$1,000	\$1,000	\$41.00
1-Sep	\$1,000	\$1,000	\$20.50
Balance	\$21,109.29		
Quarter 4		6.15%	\$1,236.72
Ending Balance	\$22,346.01		
"Earnings"			
Quarter 1			(\$1,200.00)
Quarter 2			(\$621.00)
Quarter 3			\$830.29
Quarter 4			\$1,236.72
Total FY2011			\$346.01
Balance 9/30/10			\$10,000.00
Deposits			\$12,000.00
Total "Earnings"			\$346.01
Balance 9/30/2011			\$22,346.01

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