

**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, 2020

through

September 30, 2021

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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 and UC-2018-003 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 (the "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 Agreement.

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, gender, disability, marital status, sexual orientation, and/or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 - 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 Payroll Division will remit to the Union Treasurer such sums bi-weekly, 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 Human Resources. 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 Human Resources of the names of the two employees designated by the Union to be part of the bargaining team.

ARTICLE 6- WAGES/LONGEVITY

Section 1: As noted in the Memorandum of Understanding ratified on October 7, 2020, the pay ranges within the Bargaining Unit were increased by two percent (2%) effective October 1, 2020. 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 2: As noted in the Memorandum of Understanding ratified on October 7, 2020, employees whose base pay (excluding longevity, assignment pay, certification pay, hereinafter collectively “Enhancements”) was below the top of the pay range for their positions received a two percent (2%) wage increase on their base pay for the first full pay period on or after September 30, 2020, provided that the increase did not place their base pay above the pay range for their positions. If it did, the employees received the percentage increase up to the percentage that placed them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay, as defined above, was at or above the top of the pay range on October 1st received a lump sum payment that was equal to the total percentage increase for that fiscal year based on their base pay.

Section 3: Certification pay is calculated using the sum of an employee’s base pay, wage increases (COLA), and longevity pay. Such sum shall be collectively referred to as the “adjusted base rate of pay.”

Section 4: Longevity: All employees who reach the following dates of continuous years of City service, shall be paid prospectively the following additional longevity pay compensation, which will applied to the employee’s base rate of pay:

- | | | |
|-----|-------------------------------------|------|
| (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 5: The salary range for Supervisory employees may be exceeded without limit by Agreement Articles which provide for increases to base rate of pay to the extent that the languages specify.

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. Except as provided for in this Article, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.

Section 2: The City amended the General Pension Plan Ordinance on June 19, 2019, Agreement as follows:

- A. Creation and inclusion of three (3) categories of members. One category consisting of members hired prior to July 15, 2009 ("Group One Restored Members"); a second category consisting of general fund members hired on or after July 15, 2009, but prior to October 1, 2011, and non-general fund members hired on or after July 15, 2009, but prior to March 5, 2014 ("Group Two Restored Members"); and a third category consisting of general fund members hired on or after October 1, 2011, and non-general fund members hired on or after March 5, 2014 ("Group Three Members").
- B. **Group One Restored Members:** The following pension benefits in effect on September 30, 2011, were restored to Group One Restored Members as specifically provided in the following subsections:
 - 1) A normal retirement date of age 55 with five years of service or 25 years of credited service regardless of age;
 - 2) A vesting period of five years of credited service;
 - 3) A 3% multiplier each year of credited service, up to a maximum benefit of 81% of average final compensation;
 - 4) A new definition of average final compensation that shall be based on the member's highest 78 consecutive bi-weekly pay periods of credited service. Payments for accumulated sick and annual leave received by such member following separation from employment and included in compensation in accordance with the definition of compensation below shall be deemed to have been received in the final pay period;
 - 5) A definition of compensation to include a member's gross wages received from the City, including overtime and payments for accumulated annual leave and accumulated sick leave (subject to limitations set forth in state law), except as provided below:

- a. For members hired prior to October 1, 2002, and employed by the City on that date, compensation shall include payments for accumulated annual leave, but the amount of accumulated sick leave included in such member's compensation shall not exceed the amount accumulated as of October 1, 2002 (including the maximum limitation as of October 1, 1994). Such accumulated sick and annual leave shall be calculated at the member's total rate of pay at the time of retirement, or entry into the DROP plan or planned retirement benefit;
 - b. For members hired after October 1, 2002, compensation shall include payments for accumulated annual leave, but no payment for accumulated sick leave shall be included in such member's compensation. Such accumulated annual leave shall be calculated at the member's total rate of pay at the time of retirement, or entry into the DROP plan or planned retirement benefit;
 - c. For members who retire or enter the DROP on or after August 17, 2009, compensation shall exclude all earnings and payouts for blood time and compensatory time. In addition, the payouts for accumulated annual leave that may be counted as compensation for such members shall not exceed 125 hours for employees who retire from a position covered by the general employees' bargaining unit; and shall not exceed 60 hours per year for employees who retire from a position not covered by the general employees' bargaining unit;
 - d. Employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the rules of the Internal Revenue Service Code shall be included in compensation for retirement purposes. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations, shall be disregarded;
 - e. For the purposes of this division 5, the terms "accumulated annual leave" and "accumulated sick leave" shall be capped at the amount reflected in the payroll records of the City for each member of the plan in the first full pay period of March 2014;
- 6) Eligibility for non-duty disability benefits shall commence upon attaining five years of credited service;
 - 7) A member who separates from city employment prior to attaining normal retirement date after having completed at least five years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 55 based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date;

- 8) Eligibility to participate in the DROP plan or the planned retirement benefit;
- a. Entry into the DROP on the earlier of the first day of any month following the employee's 55th birthday and tenth-year anniversary of credited service, or the first day of any month following the completion of a total of 25 years of credited service;
 - b. A member hired prior to July 15, 2009, who was a member continuously from July 14, 2009, to June 19, 2019, who attained normal retirement date, who was not already participating in the planned retirement benefit before June 19, 2019, and who wanted to participate retroactively in the DROP plan was required to submit an irrevocable written election/decision within 60 days of June 19, 2019, to participate retroactively in the DROP plan starting on or after the date the member attained normal retirement date. Such member received a return of their employee contributions made from the date they designated to be the commencement of their DROP plan participation period, and continuing through the date of their election/decision, which was added to the participant's DROP plan account;
 - c. Any member employed on June 19, 2019, and hired prior to July 15, 2009, who was a member continuously from July 14, 2009, to June 19, 2019, who became eligible to retire with normal retirement benefits, who was already participating in the planned retirement benefit before June 19, 2019, and who wanted to change from the planned retirement benefit to the DROP plan was required to submit an irrevocable written election/decision within 60 days of June 19, 2019, to change retroactively to the DROP plan starting on or after the date the member attained normal retirement date. Such member received a return of their employee contributions made from the date they designated to be the commencement of their DROP plan participation period, and continuing through the date of their election/decision, which was added to the participant's DROP plan account;
 - d. No member shall receive any benefits from both the DROP plan and the planned retirement benefit;
 - e. An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting or participation in the DROP plan or the planned retirement benefit;
- 9) For currently employed Group One Restored Members who retire on or after August 17, 2009, without entering the DROP, a 2% COLA shall be payable annually commencing three years after retirement benefits begin. For currently employed Group One Restored Members who enter the DROP on or after

August 17, 2009, a 2% COLA will be payable annually, commencing the later of three years after retirement benefits begin or one year after separation from employment following participation in the DROP;

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

C. Group Two Restored Members: Group Two Restored Members shall receive the same retirement benefits as members hired prior to July 15, 2009, except as follows:

- 1) The normal retirement dates shall be age 57 or older with 25 years of credited service; age 60 or older with seven years of credited service; or 30 years of credited service, regardless of age;
- 2) The vesting period shall be seven years of credited service;
- 3) Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of 2.5% of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;
- 4) Average final compensation shall be based on the member's highest 104 consecutive bi-weekly pay periods of credited service;
- 5) Compensation shall include only the member's base pay, which includes longevity pay, and certification pay, but no other payments shall be included;
- 6) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;
- 7) A member who separates from city employment prior to attaining normal retirement date after having completed at least seven years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 60 based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date;
- 8) The member shall not be eligible to participate in the DROP plan or the planned retirement benefit;
- 9) The member shall not be eligible for a COLA;

- 10) The parties expressly agree that only the pension-related benefits specifically described above will be restored to Group Two Restored Members. No other benefit, including wages or any other benefit that may have been reduced or eliminated at the time of the 2010 and 2011 declarations of financial urgency, will be restored;
 - 11) An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting;
- D. The employee contribution rate for Group One restored Members and Group Two Restored Members is 9%. Upon entry into the DROP plan, Group One Restored Members shall cease making employee contributions. Upon entry into the planned retirement benefit, Group One members shall continue to contribute the employee contribution rate until termination of employment.
- E. Group Three Members shall receive retirement benefits, as follows:
- 1) The normal retirement dates shall be age 62 or older with 25 years of credited service; age 65 or older with seven years of credited service; or 30 years of credited service, regardless of age;
 - 2) The vesting period shall be seven years of credited service;
 - 3) Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of 2.5% of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;
 - 4) Average final compensation shall be based on the member's highest 130 consecutive bi-weekly pay periods of credited service;
 - 5) Compensation shall include only the member's base pay, which includes longevity pay, and certification pay, but no other payments shall be included;
 - 6) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;
 - 7) A member who separates from city employment prior to attaining normal retirement date after having completed at least seven years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 65 based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date;

- 8) The member shall not be eligible to participate in the DROP plan or the planned retirement benefit;
- 9) The member shall not be eligible for a COLA;
- 10) The employee contribution rate will continue to be 8%;
- 11) An employee may purchase up to six months of credited service in the last year of City employment, but that credited service may not be used to attain the minimum service required for vesting.

Section 3: Notwithstanding anything to the contrary contained in City Code Chapter 33, Section 33.025, any City employee who is a contributing member of this plan may purchase credited service under the plan for each period of prior or current City employment in a full-time position during which the employee was not a member of a contributory, defined benefit retirement plan of the City. Such member may enter into an agreement at any time prior to separation from City employment to purchase such credited service by paying a contribution of 8% of the compensation received during the period of prior employment, plus a buy-back fee of 4% of the total contribution amount. If the total contribution amount and buy-back fee is not fully paid by the time the member leaves City employment, and additional 6½% fee will be charged on the unpaid balance remaining when the member separates from City employment. Payments for the purchase of credited service must be made using any one or a combination of the following options:

- (i) Cash lump sum payment;
- (ii) Direct transfer or rollover of an eligible rollover distribution from a qualified plan;
- (iii) Time payment plan. Under this option, the member may elect to pay any remaining balance due for the purchase of credited service through a time payment plan approved by the City and the employee. Under such plan, bi-weekly payments shall be deducted from the member's compensation, and if there is any remaining balance due upon separation from City employment, monthly payments shall be deducted from the member's monthly pension benefit until the remaining balance is fully paid: provided that the deduction shall not exceed 20% of the member's gross monthly pension benefit;

Section 4: The parties agree that if the City proposes to re-employ a retiree age 62 or older pursuant to Section 33.025(II) of the Code of Ordinances, and the re-employed retiree would perform duties and responsibilities that are generally performed by one or more employees covered by a collective bargaining agreement for any of the bargaining units represented by the Union, prior to re-employing such retiree, the City shall notify the Union of such intent in writing. The Union shall provide its written response to each employment case on an individual basis, within 10) days (excluding Saturdays, Sundays and holidays) from receipt of such City notification. Provided the Union does not object to an individual reemployment decision, the City may re-employ the specific retiree for a period not to exceed ninety (90) days. If the Union timely objects, the City shall not proceed with the proposed reemployment. Upon mutual agreement, the initial ninety (90) day period may be extended one-time for up to another ninety (90) days.

Section 5: The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to the 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 6:

(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 7: 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 8: The parties agree to meet on a quarterly basis during the term of this Agreement to explore different options so that the costs associated with the General Employees' Pension Plan and the pension plans' unfunded liability may be reduced. Present at these meetings shall be four (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) day notice of lay-off, or, in lieu of notice, sixty (60) day 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 pay grade, will have up to two opportunities to be rehired to a class title with a lower pay grade 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 pay grade.

Section 5: Employees refusing recall to their originally held class title and pay grade 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 up to eight (8) hours of sick leave for each month worked, pro-rated based upon paid hours worked each pay period. Sick leave shall be allowed to accrue without limit. Employees covered by this Agreement 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 to vacation leave. 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 forty (40) hours of accrued sick leave 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 the employee's final adjusted base rate of pay plus Enhancements 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 final adjusted base rate of pay plus Enhancements in effect on their date of separation and a payment percentage relating to the number of full years of credited service with the City. The table of percentages and credited service is as follows:

<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 employee's final adjusted base rate of pay plus Enhancements using the percentages set forth below not to 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 beneficiary. If a beneficiary is not designated, then the payment 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 Director 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 Director 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 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 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 3: 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 Office of Human Resources. Hand deliveries will be documented by a date-stamped

photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark, but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances deposited in the Union mailbox 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

Section 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.

Section 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's performance shall be evaluated to determine if the employee 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 - HEALTH AND WELLNESS PLAN

Section 1: The City 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). The City offers two (2) plan options currently named Open Access Plus plan (OAP) and Open Access Plus In-Network plan (OAPIN).

The City will contribute 80% of the premium for employees electing single or dependent coverage on the OAP plan and the employee will be responsible for contributing 20% of the premium. Thereafter the 80% / 20% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years. Primary Care Co-Pay Office Visits on the OAP plan for calendar year 2021 are \$25.00.

For the OAPIN plan, the City will continue to contribute 100% of the premium for employees electing single coverage. For employees adding dependents, the City will continue to contribute 90% toward the cost of the premium and the employee will be responsible for contributing 10% of the premium. Thereafter the 90% / 10% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years. Primary Care Co-Pay Office Visits on the OAPIN plan in calendar year 2021 are \$30.00 per visit.

The bi-weekly rates for the OAP and OAPIN plans are as follows:

	OAP	OAPIN
Employee Only	\$73.21	\$0.00
Employee + 1	\$146.41	\$32.77
Employee + 2 or more	\$234.26	\$72.10

Section 2: The City shall provide a Health Reimbursement Account (HRA) 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: \$300 for single coverage; \$400 for single plus one dependent; and \$700 for single plus two or more dependents. Employees who are

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

Section 3: 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.

Section 4:

(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 April 6, 2016, who retire from active service with the City with ten (10) or more years of credited service in the Pension Plan and have reached normal retirement date as defined in the Pension Plan, have the option of continuing under the City’s health insurance plan. They will contribute at the same

rate as if they were an active employee 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 April 6, 2016, 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 April 6, 2016, 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.

(f) 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 5: 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 6: 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 7: Each employee shall have the option of undergoing an annual physical examination through the employee's physician as provided by the City's health insurance coverage.

Section 8: Each employee shall have the option of completing one (1) wellness preventative physical during this Agreement through the City's contracted provider, with the costs of the scan paid for by the City. The wellness preventative physical includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.

Section 9: 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 AND MEDICAL LEAVE ACT / SPECIAL LEAVE /
LEAVE OF ABSENCE**

Section 1: FAMILY AND 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. Unless otherwise designated in advance by the employee, accrued leave shall be used/deducted in the following order: sick, vacation, comp time, holiday, and blood time. Use of

accrued leave will be counted as part of the family leave time entitlement. An employee 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. Birthday holidays must be used within 366 days of the employee's birthday.

Section 2: If any of the above holidays falls on a Friday, Saturday, or Monday and the Friday, Saturday or Monday is an Employee's normal day off, the employee will receive a floating holiday for each holiday which falls on a Friday, Saturday, or Monday for which the Employee is off; which must be used within 366 days of receiving the floating holiday. The floating 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 floating holiday more than one (1) week prior to the actual holiday.

Without regard to whether an Employee is regularly scheduled to work four (4) or five (5) consecutive shifts in a workweek, if any of the above holidays falls on a Saturday, then such holidays shall be observed on the preceding Friday, and any holidays that fall on a Sunday shall be observed on the following Monday.

Notwithstanding any of the preceding language, to the extent that the normal workweek schedule for Employees is not changed from schedules comprised of five (5) consecutive, eight (8) hour shifts, to schedules comprised of four (4) consecutive, ten (10) hour shifts, that the preceding language shall have no impact nor effects whatsoever upon the

expectation of such Employees with regard to their accrual, compensation for, and receipt of holiday pay, whether pursuant to any contractual rights, existing policies, prevailing rights, and/or past practices, that existed or were followed prior to the adoption and implementation of the immediately preceding language, and which shall therefore, remain in full force and effect for such employees.

Section 3: All Employees whose work week is comprised of four (4) consecutive ten (10) hour days will receive ten (10) hours pay for the holiday.

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 the employee's adjusted base rate of pay plus Enhancements 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, the employee shall report for the employee's 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 jury service less any amounts paid as mileage or meal allowances. The City's payment for Jury Duty shall continue for the full duration of the obligation.

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, the employee's 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 200 hours of vacation leave per vacation year, pro-rated based upon paid hours worked each pay period (the vacation year shall begin on October 1st and end on the following September 30th). Employees shall be required to utilize 80 hours of vacation during the vacation year in which it is earned or it will be lost at the end of the vacation year. The remaining 120 hours may be carried forward and must be used 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 adjusted base rate of pay plus Enhancements 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 Office 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; 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) If the employee has not served a probationary period in the position the employee will be entering, a new probationary period of six (6) months will be required.

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.

Underground Utilities Superintendent

Engineering Support Services Manager

Operations Manager, Streets and Highways

Operations Manager, Buildings and Grounds

Public Utilities Manager - UU

Public Utilities Manager - WWTP

Wastewater Plant Superintendent

Public Utilities Manager - WTP

Water Plant Operations 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 intend to modify the performance appraisal system currently in use, to a system based on a seven (7) point scale. The parties further agree that the performance appraisal system may be changed by mutual written agreement of the City and the Union. The definition of competencies can be found in Appendix VII.

Section 2: There will be no merit pay increase for the duration of this Agreement.

Section 3: The parties recognize that a performance review system is an orderly procedure that provides an employee appropriate performance feedback. Therefore, a performance review may be conducted at any time during an employee's employment. Effective upon the ratification date of this Agreement, all full-time and regularly scheduled part-time employees shall be evaluated twelve (12) months from the completion of the Employee's Original Probation Period, and annually thereafter. Employees who receive a promotion shall be evaluated at the end of their six (6) month promotional probationary period and twelve (12) months annually thereafter.

ARTICLE 26 - 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 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:

Public Utilities Manager - WTP	"A" Level Licensure
Public Utilities Manager - WWTP	"A" Level Licensure
Public Utilities Manager - UU	"A" Level Licensure
Underground Utilities Superintendent	"A" Level Licensure
Engineering Support Services Manager	Professional Engineer (FL)
Senior Project Manager	Professional Engineer (FL)

Employees hired prior to April 6, 2016, 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 Plant Superintendent	"A" Level Licensure

Effective upon the ratification of this Agreement, the employee in the category of Public Utilities Manager – WWTP, which was incorporated into this Bargaining Unit pursuant to PERC Order UC-2018-003, shall receive a five percent (5%) differential above the employee's base rate of pay for possessing the "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.

Section 3: Upon ratification of this Agreement, certification pay will be calculated using the employee's adjusted base rate of pay. An existing employee's certification pay

earned prior to the ratification of this Agreement shall not be reduced by this change in methodology.

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 more than one (1) full shift 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, except as authorized by the City Manager, or designee.

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 = the greater of:
 - (i) the minimum of the pay grade; or
 - (ii) the sum of the employee's adjusted base rate of pay plus Enhancements, and a five percent (5%) increase in the adjusted base rate of pay.
- b. Supervisory to Management/Executive = the greater of:
 - (i) the minimum of the pay grade; or
 - (ii) the sum of the employee's adjusted base rate of pay plus Enhancements, and a ten percent (10%) increase in the adjusted base rate of pay.

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 10- Sick Leave (except as provided below in this Article)
- Article 11 – Workers’ Compensation/Supplemental Compensation (except as provided below in this Article.)
- Article 13 - Bereavement Leave (except as provided below in this Article)
- Article 16 – Health and Wellness Plan (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 18 – Holidays (except as provided below in this Article.)
- Article 19 – Jury Duty (except as provided below in this Article.)
- 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: Effective October 1, 2019, six (6) hours per holiday, including the Employee’s Birthday provided in Article 18.
4. Bereavement Leave: as provided in Article 13.

5. Health Insurance: In accordance with the Affordable Care Act Safe Harbor rate of pay method.
6. A Health Reimbursement 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.
8. Jury Duty: as provided in Article 19.
9. Workers' Compensation/Supplemental Compensation: as provided in Article 11.

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: Effective October 1, 2019, four (4) hours per holiday, including the Employee's Birthday provided in Article 18.
4. Bereavement Leave: as provided in Article 13.
5. A Supplemental Insurance Product in the amount not to exceed \$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: Health insurance and HRA eligibility has been established as follows:

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

- 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 October for health insurance eligibility for the next calendar year. New employees who the City anticipates will work less than 15 hours are not eligible for part-time benefits.

Section 5: 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, 2020.

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 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 _____, 2021.

WITNESSES:

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

As to Local 2432

By: _____
Christopher Cassidy, President

Date: _____

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

By: _____
Josh Levy, Mayor

Attest: _____
Patricia Cerny, City Clerk

As to the City

Approved: _____
Wazir A. Ishmael, PHD, City Manager

As to the City

Approved: _____
Adam Reichbach, Assistant City
Manager – Finance/Administration

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

Douglas R. Gonzales, City Attorney

APPENDIX I: PERC Certification 2000 and 2018

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: 00E-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: *Yang Ann Burns*
Clerk

/bjk



UC-2000-019
UC-2000-020
UC-2000-021

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

UC-2000-019
UC-2000-020
UC-2000-021

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

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

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

Petitioner,

v.

CITY OF HOLLYWOOD,

Respondent.

Case Nos. UC-2018-001
UC-2018-002
UC-2018-003

ORDER CLARIFYING
CERTIFICATIONS 151,
1239, AND 1240

Order Number: 18E-195
Date Issued: August 9, 2018

Richard M. Weiner, Plantation, attorney for Petitioner.

Paul T. Ryder, Sunrise, attorney for Respondent.

On January 8, 2018, the Hollywood, Florida, City Employees Local Number 2432 of the American Federation of State, County and Municipal Employees, AFL-CIO, (Union) and the City of Hollywood (City) filed three petitions seeking to clarify Certification 151 (non-supervisory bargaining unit), Certification 1239 (professional bargaining unit), and Certification 1240 (supervisory bargaining unit). The petitions assert that numerous job classifications have been added, deleted, modified, or consolidated since these certifications issued. The Commission assigned separate UC case numbers to each of the separate units: PERC Case No. UC-2018-001 (non-supervisory bargaining unit), and PERC Case No. UC-2018-002 (professional bargaining unit), and PERC Case No. UC-2018-003 (supervisory bargaining unit). A different hearing officer was appointed to each case.

The parties filed a joint motion requesting that after the recommended orders were issued, the Commission consolidate the three related unit clarification cases into one consolidated final order. The Commission-appointed hearing officers issued their respective orders; each order recommended that the Commission grant its respective petition. On April 26, May 9, and May 29, respectively, exceptions were filed to the hearing officer's recommendations. The Commission grants the motion to consolidate the three unit clarification cases into one consolidated final order. Accordingly, each case will be treated in turn.

The Non-Supervisory Unit: UC-2018-001, Pertaining to Certification 151

In Case UC-2018-001, the parties filed joint exceptions to the recommended order, alleging that the hearing officer inadvertently omitted two previously excluded managerial classifications: human resources assistant director and division director of general accounting. A review of the record reveals that the human resources assistant director and division director of general accounting classifications were inadvertently omitted from the excluded portion of the unit description. These exceptions are granted.

After reviewing the record, we conclude that the hearing officer's facts, except as modified above, are supported by competent substantial evidence received in a proceeding that complied with the essential requirements of law. Therefore, we adopt those findings, as modified. In addition, the Commission adopts and incorporates the recommended order into this order, with the modifications noted above. Accordingly, Certification 151 is clarified as follows.

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
Accounting Specialist
Administrative Assistant I
Administrative Specialist I
Administrative Specialist II
Air Conditioning/Refrigeration Mechanic
Animal Control Officer
Aquatics Director
Assistant Planner
Associate Planner
Athletic Supervisor
Automotive Mechanic
Beach Attendant
Beach Maintenance Supervisor
Building Maintenance Technician
CADD Technician
Carpenter
Case Advocate
Cashier
Chief Electrical Inspector
Chief Fire/Rescue Apparatus Mechanic
Chief Mechanic
Chief Mechanic Inspector
Chief Plumbing Inspector
Chief Structural Inspector
Chief Utility Mechanic
Citizen Resource Officer
Clerical Specialist
Code Compliance Officer
Code Compliance Supervisor
Community Development Coordinator
Community Service Officer
Contract Compliance Coordinator
Court Liaison Officer
Court Liaison Specialist

Crime Intelligence Analyst
Crime Prevention Specialist
Crime Scene Technician I
Crime Scene Technician II
Crime Scene Unit Supervisor
Custodian
Customer Service Representative
Electrical Inspector
Electrical Plans Examiner
Electrician
Electro Technician
Engineering Inspector
Environmental Inspector
Equipment Operator
Financial Systems Analyst
Fire Equipment Technician
Fire/Rescue Apparatus Mechanic
Fleet Maintenance Specialist
Grounds and Urban Forestry Supervisor
Groundskeeper
Head Cashier
Heavy Equipment Operator
Housing Inspector
Housing & Social Services Coordinator
IT Support Analyst
Irrigation Supervisor
Irrigation Technician
Laboratory Technician
Laborer
Landscape Inspector
Latent Fingerprint Examiner
Lead Custodian
Lead Electrician
Lifeguard
Maintenance Technician
Marina Attendant
Marine Safety Captain
Marine Safety Lieutenant
Marine Safety Officer
Marine Safety Specialist
Marine Security Guard
Mechanical Inspector
Mechanical Plans Examiner

Meter Repair Technician I
Meter Repair Technician II
Painter
Park Collections and Accounting Clerk
Park Ranger I
Park Ranger II
Park Ranger Coordinator
Parking Enforcement Officer
Parking Garage Technician
Parking Operations Supervisor
Parking Operations Technician
Parking Services Representative I
Parking Technology Specialist
Payment Operations Supervisor
Permit Service Representative
Permit Service Representative II
Permit Service Supervisor
Photo Imaging Specialist
Plant Operator
Plant Operator- Rotator
Plumber
Plumbing Inspector
Plumbing Plans Examiner
Police Information Desk Clerk
Police Operations Technician
Police Records Technician
Police Timekeeper
Pool Lifeguard
Pool Supervisor
Process Control Systems Supervisor
Process Control Systems Technician Analyst
Procurement Specialist
Property Clerk
Property and Storeroom Supervisor
Rangemaster
Receptionist
Records Analyst
Records Technician
Recreation Aide
Recreation Coordinator
Recreation Courier
Recreation Leader
Recreation Maintenance Aide
Recreation Maintenance Supervisor

Recreation Program Supervisor
Recycling Coordinator
Refuse Collector
Sanitation Code Enforcement Officer
Senior Accounting Clerk
Senior CADD Operator
Senior Customer Service Representative
Senior Parking Operations Technician
Senior Pool Lifeguard
Senior Utility Field Technician
Special Events Coordinator
Storekeeper
Storekeeper Supervisor
Stores Clerk
Streets Maintenance Supervisor
Technical Coordinator
Structural Inspector
Structural Plans Examiner
Technical Theater Specialist
Teletype Operator
Teletype Supervisor
Treatment Plant Mechanic I
Treatment Plant Mechanic II
Utilities Engineering Inspector
Utility Field Technician
Utility Operations Analyst
Utility Operations Coordinator
Utility Operations Supervisor
Utility Shift Supervisor – Water
Utility Shift Supervisor – Wastewater
Utility Shift Supervisor Wastewater Plant – Rotator
Victim Advocate

EXCLUDED: All fire fighters, police officers, supervisory, professional, managerial (Appendix A), confidential (Appendix 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, and all other employees of the City of Hollywood.

APPENDIX A
(Managerial Employees)

Accounting Systems Manager
Assistant Chief of Police
Assistant City Manager for Finance and Administration
Assistant City Manager for Public Safety
Assistant City Manager for Sustainable Development
Assistant Director Budget and Financial Services
Chief Building Official
City Attorney
City Clerk
City Engineer
City Manager
Code Compliance Manager
Deputy Director Public Utilities Finance
Deputy Director Public Utilities - Operations
Deputy Fire Chief
Director of Communications, Marketing, & Economic Development
Director of Development Services
Director of Financial Services
Director of Human Resources
Director of Information Technology
Director of Parks, Recreation, and Cultural Arts
Director of Procurement and Contract Compliance
Director of Public Utilities
Director of Public Works
Division Director of General Accounting
Fire Chief
Grants and Special Projects Manager
Human Resources Assistant Director
Parking Administrator
Planning Manager
Police Chief
Systems and Programming Manager

APPENDIX B
(Confidential Employees)

Administrative Assistant II to the Assistant Chief of Police
Administrative Assistant II to the Assistant City Manager

UC-2018-001, UC-2018-002,
and UC-2018-003

Administrative Assistant II to the City Clerk
Administrative Assistant II to the Director, Communications, Marketing & Economic
Development
Administrative Assistant II to the Director, Development Services
Administrative Assistant II to the Director, Financial Services
Administrative Assistant II to the Director, Information Technology
Administrative Assistant II to the Director, Parks, Recreation and Cultural Arts
Administrative Assistant II to the Director, Public Utilities
Administrative Assistant II to the Director and Deputy Directors of Public Utilities
Administrative Assistant II to the Director, Public Works
Administrative Assistant II to the Fire Chief
Administrative Assistant II to the Mayor and City Commission
Administrative Assistant II to the Police Chief
Budget Support Technician
Chief Assistant to the Mayor
Chief Civics Affairs Officer
Chief Development Officer
Deputy City Clerk to the City Clerk
Emergency Operations Coordinator
Executive Assistant to the City Attorney
Executive Assistant to the City Manager
Fire Rescue Business and Compliance Manager
Human Resources Administrator (Labor Relations)
Human Resources Officer
Human Resources Technician
Legal Secretary to the City Attorney
Paralegal to the City Attorney
Payroll Coordinator
Payroll Specialist
Procurement Services Technician
Public Information Manager
Risk Management Analyst
Senior Human Resources and Risk Management Account Analyst
Senior Payroll Specialist
Special Project Data Analyst

The Professional Unit: UC-2018-002, Pertaining to Certification 1239

In Case UC-2018-002, the parties filed a joint exception that alleges that the
hearing officer erroneously denied their request to provide that the classification of

deputy city attorney is excluded as a managerial employee. Specifically, the hearing officer found that this classification had existed at the time that the unit was initially defined. Thus, in order to invoke the unit clarification process for this classification, the parties would need to demonstrate that there had been a change in the duties and responsibilities of this classification or that the Commission had inadvertently omitted this classification from the bargaining unit description. According to the hearing officer, while the parties alleged that this classification had been previously inadvertently omitted from the bargaining unit description, their pleadings failed to demonstrate that this omission was the result of a mistake on the part of the Commission. Based on those findings, the hearing officer rejected the parties' request to state that the deputy city attorney was excluded from the bargaining unit because it was a managerial position. Regardless of this holding, the hearing officer observed that the deputy city attorney classification is still clearly excluded from the bargaining unit because that classification is not specifically identified in the included portion of the unit description and the bargaining unit excluded "all other employees of the City of Hollywood."

In their mutual exception, the parties assert that the hearing officer erred in his conclusions because, in 1998, the Commission had erroneously failed to exclude this classification from Certification 151. In support, the parties rely on PERC Case No. UC-98-004, *City of Hollywood v. Hollywood, Florida, City Employees, Local 2432, AFSCME*, 24 FPER ¶ 29278 (1998), which demonstrates that in 1998, the parties had requested that the newly created position of deputy city attorney be designated as managerial and

thus excluded on that basis. The hearing officer in that case found that the deputy city attorney was a managerial employee, and the Commission agreed with the hearing officer's analysis and recommendation. However, this classification was not included in the enumerated list of managerial employees set forth in Certification 151.

It appears that the Commission previously determined that the deputy city attorney is a managerial employee and that the Commission erred by not including it in the list of managerial employees. Accordingly, we grant this exception and add the deputy city attorney to the list of managerial employees.

Upon review of the hearing officer's recommended order, and for the reasons stated therein, we agree with the requested modifications to the unit. Therefore, as modified, we incorporate the recommended order within this order. Accordingly, the petition is GRANTED, and Certification 1239 is clarified to read:¹

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, grant employees who are employed in their job titles in excess of one year, including those in the following classifications:

Accountant
Aquatics Superintendent
Architect
Assistant City Engineer
Chief Chemist QA/QC Officer/Laboratory Supervisor
Citizens Assistance Coordinator

¹Certification 1239 has also been revised to incorporate the specific list of included classifications into the description, as opposed to utilizing a separate attached list. In addition, Attachment B has been renamed as Appendix A.

UC-2018-001, UC-2018-002,
and UC-2018-003

Community Development Program Administrator
Dockmaster
Economic Development Representative
Engineer
Environmental Sustainability Coordinator
Financial Analyst
GIS Administrator
GIS Analyst
Grant Coordinator
Homeless Program Coordinator
Instrumentation/Control Manager
Landscape Architect
Network Engineer
Planning Administrator
Principal Planner
Process Control Systems Administrator
Procurement Contracts Officer
Project Manager
Public Relations and Graphics Design Coordinator
Public Safety Background Investigator and Recruiter
Public Utilities Outreach Coordinator
Regulatory Compliance Officer
Revenue Analyst
SCADA Operations Specialist
Senior Accountant
Senior Engineer
Senior Operations Analyst
Senior Systems Analyst
Technical/Business Analyst
Technical/Systems Analyst
Telecommunications Coordinator
Telecommunications Engineer
Transportation Engineer
Urban Designer
Video Production Specialist

EXCLUDED: All managerial and confidential employees listed in
Appendix A and all other employees of the City of
Hollywood.

APPENDIX A

EXCLUDED AS MANAGERIAL OR CONFIDENTIAL

Accounting Systems Manager
Assistant City Attorney
Assistant City Manager for Finance and Administration
Assistant City Manager for Public Safety
Assistant City Manager for Sustainable Development
Assistant Director of Budget and Financial Services
Assistant Director Human Resources
Assistant Director, Public Works
Assistant Police Chief
Budget Manager
Budget Officer
Budget Support Technician
Chief Assistant to the Mayor
Chief Building Official
City Attorney
City Clerk
City Engineer
City Manager
Code Compliance Manager
Collections Attorney
Deputy City Attorney
Deputy Director, Public Utilities – Finance
Deputy Director Public Utilities – Operations
Deputy Fire Chief
Director of Communications, Marketing, & Economic Development
Director of Development Services
Director of Financial Services
Director of Human Resources
Director of Information Technology
Director of Parks, Recreation, and Cultural Arts
Director of Procurement and Contract Compliance
Director of Public Utilities
Director of Public Works
Division Director General Accounting
Division Director Treasury
Emergency Operations Coordinator

UC-2018-001, UC-2018-002,
and UC-2018-003

Fire Chief
Fire Rescue and Business Compliance Manager
Fiscal Affairs Manager
Grants and Special Projects Manager
Human Resources Administrator (Labor Relations)
Human Resources Administrator (Learning & Development)
Human Resources Analyst
Human Resources Assistant Director
Human Resources Officer
Management and Budget Analyst
Manager Communications and Support Services
Municipal Prosecutor
Parking Administrator
Planning Manager
Police Chief
Public Information Manager
Public Safety Legal Advisor
Risk Management Analyst
Senior Assistant City Attorney
Senior Human Resources and Risk Management Account Analyst
Senior Management/Budget Analyst
Special Litigation Counsel
Special Project Data Analyst
Systems and Programming Manager

The Supervisory Unit: UC-2018-003, Pertaining to Certification 1240

In UC-2018-003, the parties filed one joint exception to this unit, contending that the hearing officer inadvertently omitted the community development division manager classification from the excluded portion of the unit description. According to the parties, the hearing officer found that the employee in the community development division manager classification should be excluded from the supervisory unit. A review of the record reveals that the community development division manager classification was

inadvertently omitted from the excluded portion of the unit description. Accordingly, this exception is granted, and Certification 1240 is clarified as follows:²

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, including those in the following classifications:

Arts Park and Cultural Affairs Div Administrator
Assessments/Liens Officer
Assistant Customer Service Manager
Assistant Parks and Athletics Manager
Building Maintenance Superintendent
Customer Service Manager
Electrical Mechanical Security Superintendent
Engineering Support Services Manager
Environmental Services Superintendent
Fleet Superintendent
Marine Safety Chief
Parking Operations Manager
Parking Operations Superintendent
Parks Manager Athletics and Parks
Parks Manager Recreation and Aquatics
Permit Services Coordinator
Police Property & Facilities Manager
Police Records Manager
Program and Event Manager
Public Utilities Manager-UU
Public Utilities Manager-WTP
Public Utilities Manager-WWTP
Records and Archive Manager
Senior Projects Manager
Streets Superintendent
Underground Utilities Superintendent

²Certification 1240 has also been revised to incorporate the specific list of included classifications into the description, as opposed to utilizing a separate attached list.

Utilities Accounting Supervisor
Utilities Billing Supervisor
Utilities Collection Supervisor
Wastewater Plant Superintendent
Water Plant Operations Superintendent
Water Quality Manager

EXCLUDED:

Assistant Director, Development Services
Assistant Director Human Resources
Assistant Director, Information Technology
Assistant Director Parks, Recreation and Cultural Arts
Assistant Director Public Utilities
Assistant Director, Public Works
Communications Manager
Community Development Division Manager
Deputy Director Public Utilities Finance
Deputy Director Public Utilities Operations
Division Director Treasury
Economic Development Manager
Helpdesk Manager
Human Resources Administrator (Learning &
Development)
Manager Communication and Support Services
Systems and Programming 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 (2018), and the Florida Rules of Appellate Procedure.

UC-2018-001, UC-2018-002,
and UC-2018-003

It is so ordered.

POOLE, Chair, BAX and KISER, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each
party on August 9, 2018.

BY: Rebecca Neal
Deputy Clerk

/bjk



APPENDIX II: Classification Titles and Salary Ranges

Job Titles with Pay Grade

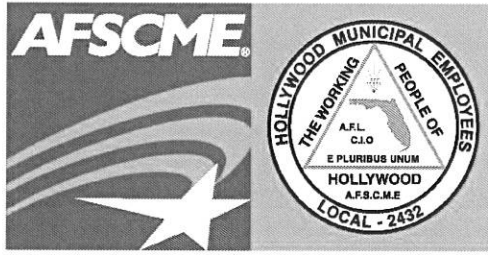
Job Title	Pay Grade
Arts Park and Cultural Affairs Div Administrator	S5
Assessments/Liens Officer	S4
Assistant Customer Service Manager	S5
Assistant City Engineer*	TBD
Assistant Parks and Athletics Manager	S4
Building Maintenance Superintendent	S6
Customer Service Manager	S6
Electrical Mechanical Security Superintendent	S6
Engineering Support Services Manager - Architectural	S8
Engineering Support Services Manager - Engineering	S8
Environmental Services Superintendent	S6
Fleet Superintendent	S5
Grounds and Urban Forestry Superintendent*	S4
Marine Safety Chief	S5
Parking Operations Manager	S6
Parking Operations Superintendent	S5
Parks Manager Athletics and Parks	S6
Parks Manager Recreation and Aquatics	S6
Permit Services Manager*	S3
Police Property and Facilities Manager	S5
Police Records Manager	S5
Program and Event Manager	S4
Public Utilities Manager - Underground Utilities (UU)	S8
Public Utilities Manager - Water Treatment Plant (WTP)	S8
Public Utilities Manager - Wastewater Treatment Plant (WWTP)	S8
Records and Archive Manager	S5
Senior Projects Manager	S7
Streets Superintendent	S4
Underground Utilities Superintendent	S6
Utilities Accounting Supervisor	S5
Utilities Billing Supervisor	S5
Utilities Collections Supervisor	S5
Wastewater Plant Superintendent	S6
Water Plant Operations Superintendent	S6
Water Quality Manager	S7

*This position has not been certified by PERC.

Supervisory Pay Grade and Pay Ranges FY21

Pay Grade	Min	Max
S1	\$48,222.54	\$77,156.06
S2	\$51,598.12	\$82,556.99
S3	\$56,866.29	\$90,986.07
S4	\$60,846.93	\$98,505.93
S5	\$65,106.22	\$104,169.95
S6	\$69,663.65	\$111,461.84
S7	\$74,540.11	\$119,264.17
S8	\$79,757.91	\$127,612.66
S9	\$85,340.97	\$136,545.54

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

HR-04-060: **SICK LEAVE POOL**

REVISED DATE: **JUNE 1, 2004**

LAST REVISION: **JANUARY 1, 2001**

PURPOSE:

The purpose of this program is to establish a Sick Leave Pool from which participating employees may receive benefits in cases involving non-work related catastrophic or long-term illnesses or injuries. This program is not intended to supplement or replace the short-term use of sick leave benefits.

POLICY:

An eligible employee may authorize sick or vacation leave to be charged from his/her accrued leave and transferred to a City-wide Sick Leave Pool account. This transfer is not refundable to the participating employee account, but entitles the employee to participate in certain extended sick leave benefits. This benefit shall not be in conflict with personnel policies relative to the approval of sick leave set forth elsewhere in this manual or in existing labor contracts.

There shall be a Sick Leave Pool Committee comprised of the Director, Human Resources, one member of the Executive Board of AFSCME, Local 2432, and one employee classified under the Professional Pay Plan to administer the Sick Leave Pool. One additional professional staff member of Human Resources shall serve as an ex-officio member of the Committee and will represent the Director, Human Resources his/her absence. The role of the Committee shall be to coordinate the review and approval process of individuals receiving benefits from the Sick Leave Pool. The decision(s) of the Committee affecting all aspects of the program will be final.

PROCEDURE:

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

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: Definition of Competencies

Definition of Competencies

Adaptability/Flexibility/Resiliency: Adapts to change, is open to new ideas, takes on new projects/tasks/responsibilities, adjusts to new situations smoothly, ability to change process to meet changing needs, resilient in times of need, accepts changing deadlines and project assignments.

Communication (Oral and Written): Effectively communicates by listening actively, sharing relevant information with others to establish equitable and effective relationships, expresses ideas and thoughts both verbally and in writing, exhibits effective listening and comprehension, keeps others informed, selects and uses appropriate communication methods, communicates grammatically correct in correspondence internally and externally.

Customer Service: Identifies customer needs and requirements correctly, responds in a professional manner, displays courtesy, sensitivity and professionalism, exceeds expectations and acts proactively for ensuring customer satisfaction.

Dependability/Reliability: Takes ownership of assigned work activities and follows through to appropriate timely completion, commits to doing the best job possible, responds to requests for service appropriately and assistance promptly, follows instructions, responds to management direction, keeps commitments and meets attendance and punctuality guidelines.

Ethical/Financial Responsibility: Treats people with respect, keeps commitments, inspires the trust of others, is honest, works with integrity and takes ethics seriously and responsibly, upholds organizational values and code of ordinances, follows local, state and federal laws and policies, works within approved guidelines and budget, conserves organizational resources, implements cost savings measures.

Initiative/Motivation: Takes ownership of assigned work activities and follows through to appropriate and timely completion, is inner-motivated to contribute to the team and overall goals and direction of the City, displays self-reliance, undertakes self-development activities, seeks increased responsibilities, takes independent action, takes initiative to increase knowledge depth and breadth in assignments, volunteers readily, looks for and takes advantage of opportunities and asks for help when needed.

Job Knowledge/Integrity: Competent in required job skills and knowledge, exhibits ability to learn and apply new skills, requires minimal supervision, uses resources efficiently, critical thinking/analytical ability to understand job and how it relates to overall business operations.

Leadership and Managing People: Provides directions and gains compliance, includes subordinates in planning, provides performance feedback, develops others skills and strengths and encourages growth, serves as a positive mentor, ability to manage multiple personalities and skill sets, exhibits confidence in self and others, inspires respect and trust, reacts well under pressure, shows courage to take action, motivates others to perform well, leads through change, builds consensus, establishes vision, sets expectations, leads through change and diversity.

Planning and Organization: Organizes work and resources effectively, sets goals and attainable objectives, prioritizes work activities, integrates changes smoothly, and works in an organized manner and uses time and resources effectively.

Problem Solving: Identifies problems and seeks input from others, gathers and analyzes information for solutions, develops alternative solutions, takes ownership of resolutions.

Quality/Quantity: Achieves established goals while displaying commitment to excellence, demonstrates accuracy and thoroughness, applies feedback to improve performance, meets and exceeds productivity standards, completes work timely, manages time appropriately to complete high productivity standards, strives to increase quantity of work and achieves established goals.

Safety & Security: Utilizes universal precautions, follows safety protocol and guidelines, knowledgeable about filing incident reports, performs duties safely and secures work areas, uses equipment and vehicles in a safe manner, reports unsafe conditions.

Stress Tolerance: Manages multiple responsibilities under stress, ability to respond to growing demands, manages difficult and stressful situations effectively, utilizes resources to stay healthy and de-stress for sound, clear thinking, ability to de-escalate irate customers, remedies stressful situations and takes appropriate action in a calm and calculated manner, ability to adjust to changing needs.

Teamwork/Relationship Building: Develops cooperation and teamwork while working positively toward solutions that benefit all, considers and responds positively to the needs and feelings of others with respect, fairness and consistency, fosters positivity, teamwork and cooperation, contributes to building a positive team spirit, assists others, exhibits objectivity and openness to other viewpoints and puts success of team above own beliefs and interests.

APPENDIX VII: Letters of Understanding



CITY of HOLLYWOOD, FLORIDA

James Carnicella
Director

March 23, 2000

COPY

(954) 921-3218

HUMAN RESOURCES DIV.
MAR 23 PM 3:33

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

Dear Ralph:

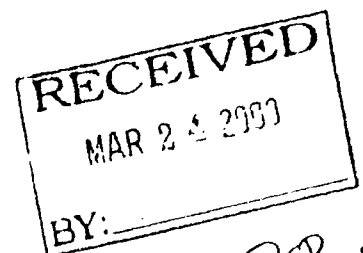
This letter serves to clarify the manner in which new hire merit increases for Supervisory Unit employees and Professional Unit employees will occur.

Supervisory and Professional Unit employees hired before July 1st shall be entitled to annual salary increases/adjustments, 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 increase on the subsequent October 1st (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





CITY of HOLLYWOOD, FLORIDA

2600 HOLLYWOOD BLVD. • P.O. BOX 229045 • ZIP 33022-9045 • PHONE (954) 921-3218

Human Resources and Risk Management • Room 203

January 22, 2002

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

RE: Zabric Grievance

Dear Ralph,

The City is willing to settle the grievance filed by Mr. William Zabric in regard to Article 30 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
Interim Director, Human
Resources & Risk Management

FOR THE CITY

Gail Reinfeld, Interim Director, Human Resources

Date

1/22/02

FOR THE UNION

Ralph Dierks, President, AFSCME, Local 2432

Date

1/22/02

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

"An Equal Opportunity and Service Provider"



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.



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."

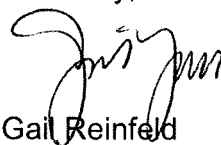
For those members who separate from City employment, the DROP account's dollar earnings (positive or negative) for each complete quarter of the separating fiscal year shall be added together along with earnings through the end of the quarter of separation. The dollar earnings for the incomplete quarter 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".

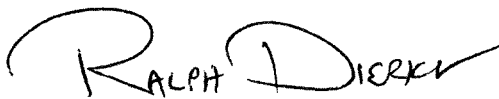
Accordingly, no DROP account at the end of any fiscal year or upon separation of City employment shall have a balance less than the dollar amount it contained at the beginning of the fiscal year plus any monthly DROP payments credited/deposited into the DROP Account.

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:  a7
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	
Quarter 2	-4.50%	(\$627.16)
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	\$52.50
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

Scenario 2 - 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	
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	
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	
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	

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	
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	
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	
4/1/2011-3/31/2012 ROR:	-11.1146%	(\$263.68)
Ending Balance	\$16,864.11	
"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."

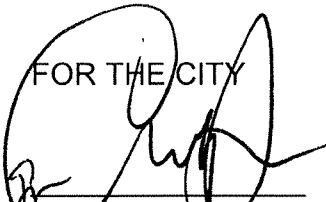
2. Upon execution of this Grievance Settlement, the parties agree to enter into a Letter of Understanding clarifying/reflecting the calculation of DROP Account earnings set forth in Paragraph 1, above, including the "Illustrations of the Method of Interest Calculation on DROP Account contained in said 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 Benson
City Manager

2/11/11
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:  AT
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	
Quarter 2	-4.50%	(\$627.16)
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	\$52.50
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	

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