

**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, 2021

through

September 30, 2022

## **EMPLOYEE ORGANIZATION AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Hollywood, Florida, hereinafter referred to as the "Employer" or the "City," and the Hollywood, Florida, City Employees, Local 2432, AFSCME, AFL-CIO American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning the rates of pay, wages, hours of employment, pensions, and other terms and conditions of employment. It is understood that the City of Hollywood is engaged in furnishing essential public services which vitally affect the health, safety, comfort and well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

Employee shall mean all persons employed by the City who are designated as "included" in the PERC Certification #151 (the "Bargaining Unit"), any amendment/clarification to that certification and any persons employed by the City in new or revised job titles upon which the parties have mutually agreed subsequent to execution of this Collective Bargaining Agreement ("Agreement").

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## **ARTICLE 1 - RECOGNITION**

Sec. 1: The City of Hollywood (hereafter "City" or "Employer") recognizes AFSCME Local 2432, AFL-CIO (hereafter "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 Certification #151 granted by the Florida Public Employees Relations Commission ("PERC"), as clarified by UC-2000-19 and 2018-001, attached as Appendix "A", and as may be amended in the future by the appropriate authority of the State of Florida.

Sec. 2: The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager. The City Manager shall have the authority to execute an Agreement on behalf of the City upon being directed by an official resolution of the City Commission. It is understood that the City representative or representatives are the official representatives of the City for the purpose of negotiating with the Union and administration of the Agreement between the parties. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight of authority in committing or in any way obligating the City.

Sec. 3: 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 Agreement between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President.

## **ARTICLE 2 – ADDITIONAL CLASSIFICATIONS**

Sec.1: The parties agree that if additional classifications are created, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new classifications shall be included in the Bargaining Unit. The City and the Union agree to request a Unit Clarification from PERC as soon as practicable thereafter for agreed upon classifications.

Sec. 2: If a position's duties change substantially, which in the opinion of the City convert the position from a Bargaining Unit position to a position which should be excluded from the Bargaining Unit, the City and the Union agree that the City shall notify the Union of such potential changes and the basis for its opinion. The City and the Union agree to request a Unit Clarification from PERC as soon as practicable thereafter for classifications which the parties agree should be included or excluded from the Bargaining Unit.

### **ARTICLE 3 – DISTRIBUTION OF AGREEMENT**

Sec. 1:       The City shall furnish each new employee with an electronic copy of this Agreement. Each new employee will be provided with a copy of the Authorization for Dues Payroll Deduction form found in Appendix C.

#### **ARTICLE 4 – NON-DISCRIMINATION**

Sec. 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.

Sec. 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 5 - MANAGEMENT SECURITY**

**Sec. 1:** The Employer and the Union recognize the mutually beneficial effects of a harmonious and cooperative relationship between said parties, and agree to comply diligently and fully with the requirements of the Florida Public Employees Relations Act.

**Sec. 2:** There will be no strikes, work stoppages, picketing, slowdowns, or other concerted failure or refusal to perform assigned work by the Employees of the Union and there will be no lockouts by the City for the duration of the Agreement. The Union guarantees to support the City fully in maintaining operations in every way.

**Sec. 3:** Any Employee who participates in or promotes a strike, work stoppage, picket line, slowdown, or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the City.

**Sec. 4:** It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of the Article would give a rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief, provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support in any manner such action and, further, that the Union has used every reasonable means to prevent or terminate such action.

**Sec. 5:** Picketing, as referred to in this Article, shall mean any action by way of demonstrating which may have the effect of preventing or discouraging any Employee from coming to work, or have the effect of preventing or discouraging any supplier or contractor from entering any City premise. No employee shall picket concerning a matter that is subject to the grievance or arbitration procedure.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

Sec. 1: Except as provided in this Agreement, it is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies; set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its Employees, take disciplinary action for proper cause, and relieve its Employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude Employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement or any civil service regulation.

## **ARTICLE 7 - PAYROLL DEDUCTION OF DUES**

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

**Sec. 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.

**Sec. 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.

**Sec. 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.

**Sec. 5:** An employee may revoke, in writing, with thirty (30) days prior notice to the City and the Union, their authorization for dues or other deductions.

**Sec. 6:** The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

**Sec. 7:** 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.

**Sec. 8:** Upon request, the City shall provide the Union a list of all employees in the Bargaining Unit represented by the Union. This spreadsheet data file list shall contain the employee's name, telephone number, complete address, department where employed, employment status and designation, and whether the employee is a member or non-member.

## **ARTICLE 8 - UNION BUSINESS**

**Sec. 1:** The Local Union President and/or a representative of the Local Union President shall be allowed time off work with pay, up to 416 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 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 such occasions the Union President and/or representative 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.

**Sec. 2:** The Employer agrees to allow two (2) Union members, designated in writing by the Local President, up to ten (10) 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 Head should be notified no later than twenty (20) days prior to the aforementioned events.

**Sec. 3:** Up to seven (7) 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. Additionally, the Union recognizes that the City is engaged in furnishing essential public services vital to the citizens of Hollywood. Therefore, the Union will make a reasonable attempt not to have more than two (2) members from the same classification in the same work unit as members of the Union negotiating team. However, this does not apply to elected union officials that are members of the team.



## **ARTICLE 9 - UNION STEWARDS**

**Sec. 1:** The City will recognize up to 10 stewards from the Bargaining Unit. Of the aforementioned 10 stewards, one shall be designated by the Union as the Chief Steward. In March of each year, the Union shall furnish the Director of Human Resources the names of the employees selected as Stewards and Chief Steward as well as the division/department for which they are responsible. In the event of a change in the designated Stewards/Chief Steward, the Director of Human Resources will be notified in writing immediately.

**Sec. 2:** A Steward or Chief Steward may investigate and discuss grievances and Agreement questions or complaints during working hours in their respective areas (or any area in the case of a Chief Steward); provided, however, they first receive permission of the Division Head or, in his/her absence, his/her designee. Provided, further, that such permission shall not be unreasonably denied. The Union shall not make an unreasonable number of requests.

**Sec. 3:** A Chief Steward or a Steward may process grievances in accordance with provisions of Article 29 - Grievance Procedure. However, only one representative of the Union (Chief Steward or Steward) shall be permitted to process a grievance during the Steward's working hours until such grievance reaches step 2/3. When a grievance reaches step 2/3, the Chief Steward and the Steward may participate in grievance processing during the Steward's working hours.

## **ARTICLE 10 – WAGES**

**Sec. 1:** Effective the first full pay period on or after October 1, 2021, the pay ranges within the Bargaining Unit shall increase by two percent (2%). The new minimum and maximum pay range for each job classification within the Bargaining Unit is contained in Appendix B. The City shall have the right to hire employees within the pay range of the job classification.

**Sec. 2:** Effective the first full pay period on or after October 1, 2021, employees whose base pay (excluding longevity, and assignment pay, certification pay, and leadworker pay, hereinafter collectively “Enhancements”) is below the top of the pay range for their positions shall receive a two percent (2%) wage increase on their base pay the first full pay period on or after October 1, 2021, provided that the increase does not place their base pay above the pay range for their positions. If it does, the employees shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay, as defined above, is at or above the top of the pay range on October 1<sup>st</sup> shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their base pay.

**Sec. 3:** Full-time employees hired prior to October 1, 2021, shall receive a one-time, lump sum, payment equal to 1% of their enhanced annual salary which was in effect on September 30, 2021.

**Sec 4:** Regularly scheduled non-seasonal part-time employees hired prior to October 1, 2021, shall receive a one-time, lump sum, payment of 1% of their annual salary calculated as follows:

For regularly scheduled non-seasonal part-time employees who averaged at least 30 hours or more in FY21, 1% of 1560 hours multiplied by the employee’s enhanced hourly rate in effect on September 30, 2021;

For regularly scheduled non-seasonal part-time employees who averaged more than 15 hours of work per week but less than 30 hours, 1% of 1040 hours multiplied by the employee’s enhanced hourly rate in effect on September 30, 2021.

For regularly scheduled non-seasonal part-time employees who averaged less than 15 hours of work per week, 1% of 520 hours multiplied by the employee's enhanced hourly rate in effect September 30, 2021.

Sec. 5: 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."

## **ARTICLE 11 - ASSIGNMENT PAY**

**Sec. 1:** An employee assigned to temporarily assume the majority of duties and responsibilities of an incumbent employee with a classification of a higher pay grade shall receive the employee's adjusted base rate of pay plus Enhancements, and a five (5%) percent increase in the adjusted base rate of pay, for the time actually assigned to the classification. However, should the temporary assignment continue for twenty-five (25) working days or more, the employee will continue to receive a five (5%) percent increase above the employee's adjusted base rate of pay, or the minimum salary range, for the position filled, whichever is higher. Temporary assignments that continue for more than one hundred and twenty (120) days will be evaluated by the City and the Union. The continuation of assignment will be by mutual consent.

**Sec. 2:** In the event an employee is assigned to work in a vacant position within a classification of a higher pay grade, the employee will receive the employee's adjusted base rate of pay plus Enhancements, and a five (5%) percent increase above the adjusted base rate of pay, or the minimum of the salary range of the position filled, whichever is higher. For the purpose of this provision, a vacant position is one in which there is no incumbent assigned.

**Sec. 3:** An employee assigned to temporarily assume the majority of duties and responsibilities of an incumbent employee with a classification of a higher pay grade that is outside of this Bargaining Unit shall be paid according to the following table:

General to Professional:	10% or minimum of the pay grade
General to Supervisory:	15% or minimum of the pay grade
General to Management/Executive:	20% or minimum of the pay grade

**Sec. 4:** A vacant position within a Civil Service classification that has been staffed by assignment for one hundred and twenty (120) days will be evaluated to determine if the position should be filled on a permanent basis. In no circumstance shall the employee temporarily filling the vacant position revert back to the assignment pay status, unless by mutual agreement between the City and the Union.

**Sec. 5:** The assignment pay in this Article shall apply only to time periods of more than one (1) full shift when the assigned employee is working for a full-time employee

in a higher classification. If, however, the assigned employee is working for a part-time employee of a higher classification then the assignment pay shall apply only to time periods of four (4) hours or more. There shall be no assignment pay during a declared emergency, except as authorized by the City Manager, or designee.

Sec. 6: All Community Service Officers who are assigned to perform Traffic Homicide duties (i.e. accidents involving fatalities or serious bodily injury) and who have successfully completed the required courses (currently Basic Homicide Investigation, Interview and Interrogations, and Courtroom Testimony), will continue to receive a 5% assignment pay increase above their adjusted base rate of pay, while assigned to the Traffic Homicide Investigation (THI) division.

## **ARTICLE 12 - LEADWORKER PAY**

**Sec. 1:** Employees given assignments by the Department or Division Head as leadworkers in responsible charge of a crew or work unit, consisting of at least two (2) employees other than the designated leadworker, will receive additional compensation in the amount of five (5%) percent above their adjusted base rate of pay. The Human Resources Division will conduct a study to determine the feasibility of whether a leadworker position should be created. This study will be done in conjunction with the appointment and will be completed within ninety (90) days.

**Sec. 2:** Responsible charge shall be defined as having temporary supervisory powers and operating within the Chain of Command between the crew or work unit supervised and the immediate-supervisor of the Employee. Employees, whose duties and responsibilities normally include supervision, will not be covered by this section.

**Sec. 3:** There shall be an equal opportunity to be assigned to leadworker status.

**Sec. 4:** In no case shall leadworker appointment exist for more than ninety (90) days where a Civil Service Classification does not exist.

**Sec. 5:** The parties agree that a classification for leadworker will be established where appropriate. The City agrees to create the appropriate classification, job description and pay grade. The position will be announced as "closed promotional" and filled from an eligibility list.

## **ARTICLE 13 - CERTIFICATION PAY**

**Sec. 1:** Upon attainment of a State of Florida, Department of Environmental Protection, Water or Wastewater Treatment Plant Operator Certification (Class C license), any Plant Operator I, Plant Operator I – Rotator, Plant Operator II, and Utility Shift Supervisor will continue to receive a five (5%) percent differential above the adjusted base rate of pay.

**Sec. 2:** Upon attainment of a State of Florida, Department of Environmental Protection, Water or Wastewater Treatment Plant Operator Certification (Class B license), any certified Plant Operator I, Plant Operator I – Rotator, Plant Operator II, or Utility Shift Supervisor will receive a two and one-half percent (2 1/2%) differential over the Class C license entitlement.

**Sec. 3:** Upon attainment of a State of Florida, Department of Environmental Protection, Water or Wastewater Treatment Plant Operator Certification (Class A license), any certified Plant Operator I, Plant Operator I – Rotator, Plant Operator II, or Utility Shift Supervisor will receive a two and one-half percent (2 1/2%) differential over the Class B license entitlement (for a total of five (5%) percent over the Class C license entitlement).

**Sec. 4:** Utility Operations Supervisors, Senior Utilities Field Technicians (“SUFT”) and Utilities Field Technicians shall receive a two and one-half percent (2.5%) differential above the adjusted base rate of pay upon the attainment of each of the following certifications based upon the subsequent schedule and guidelines.

a. Utilities Field Technicians - 2.5% per “C” Certification (water, sewer or stormwater) to a maximum of 7.5% above the adjusted base rate of pay. “C” Certification incentives shall be specific to the Utilities Field Technician Classification. Promotion or transfer to a Senior Utilities Field Technician or Utility Operations Supervisor will include, if a “C” Certification has/had been attained, a maximum 2.5% certification incentive pay. Any and all other incentive pay will cease.

b. Senior Utilities Field Technicians - 2.5% per “B” Certification (water, sewer or stormwater) to a maximum of 5% above the adjusted base rate of pay. “B” Certification incentives shall be specific to the Senior Utilities Field Technician classification and the Utility Operations Supervisor only and shall include a maximum of

2.5% for having attained a "C" Certification. Each certification pay increase received must be based upon the required levels of certifications held in each of the three (3) separate disciplines (i.e., (1) water; (2) sewer; and (3) stormwater) For example: a "C" Certification in water, a "B" Certification in sewer and a "B" Certification in stormwater would result in a total certification pay increase of 7.5%. On the other hand, a "C" Certification in water, a "B" Certification in water, and a "B" Certification in stormwater would result in a total certification pay increase of 5% because two (2) of the three (3) certifications held are in the same discipline. Promotion to any position other than Utility Operations Supervisor will cease any and all incentive pay.

c. Utility Operation Supervisors - 2.5% per one (1) "B" and 2.5% for one (1) "A" Certification (water, sewer or stormwater) to a maximum of 5% above the adjusted base rate of pay . "A" and/or "B" Certification incentives shall be specific to the Utility Operations Supervisor ("B" also to SUFT) and shall include a maximum of 2.5% for having attained a "C" Certification. Promotion and/or transfer to any other position(s) will cease any and all incentive pay.

Sec. 5: Beginning July 15, 2009, Treatment Plant Mechanic I, Treatment Plant Mechanic II, and Chief Utility Mechanics, who have attained "A", "B", or "C" Certifications prior to July 15, 2009, shall receive certification pay as specified in Section 4 of this Article. Treatment Plant Mechanic I, Treatment Plant Mechanic II, and Chief Utility Mechanics hired prior to July 15, 2009 (excluding any employee covered by the first sentence in this Section) who attain a "C" Certification or higher in water or sewer (whichever is applicable to their assignment) on or after July 15, 2009, shall receive a maximum of 2.5% certification incentive pay. Employees in these positions hired on or after July 15, 2009, will receive certification pay, upon attainment of the certification, if the certification is required by the City.

Sec. 6: If a CDL (Commercial Driver's License) is required, the City agrees to reimburse the employee up to a maximum of \$495.00 for a CDL certification course, \$75.00 for successfully passing the CDL exam and obtaining a CDL license and up to \$7.00 for tanker endorsement (if applicable). The City shall not reimburse the employee for a medical certification for the CDL license as the City qualifies for an exemption under the Florida Statutes. Employees desiring reimbursement must submit a written request



for approval from their Department Director or designee with the appropriate documents showing payment for the course, passing grade on CDL exam and endorsement (if applicable). Reimbursement is contingent on the successful attainment of the CDL license. Employees who are reimbursed under this section shall be responsible for reimbursing the City for the entire cost of the benefit if they leave City employment voluntarily within 1 year of receiving such benefit. This benefit shall only be provided if the employee obtains the CDL while employed by the City.

Sec 7: In this Article, use of the terms "Class A, Class B, Class C, as well as the terms "A" Certification, "B" Certification, and "C" Certification" shall be considered interchangeable with the corresponding terms of "Level 1, Level 2, and Level 3" (e.g., the term "Class A" and the term "A" Certification are the same as the term "Level 1" as used in this Article, etc. Effective October 9, 2013, certifications from the Florida Stormwater Association (FSA) will not be accepted as a substitute for either State of Florida certifications or FWPCOA Certifications, except for those employees who already obtained and received recognition for a FSA Certification before October 9, 2013, for as long as those employees maintain that/those FSA Certification(s). Failure to maintain the FSA Certification will result in the employee's forfeiture of that certification with no right to re-qualify for certification pay based on that FSA certification.

Sec. 8: Any certification pay provided in this Article shall be treated as part of the employee's base pay for purposes of the pension plan's definition of compensation and employee contributions.

Sec. 9: An employee who is receiving certification pay as provided in Sections 1 – 5 of this Article and who loses certification equal to 5% or more as a result of a promotion, shall not receive a reduction in salary upon promotion. Further, if the promotion is to one of the following positions within the Public Utilities Department, the employee shall not lose any certification pay and shall be entitled to receive a 5% promotional increase:

- 1) Utility Shift Supervisor;
- 2) Chief Utility Mechanic;
- 3) WTP and WWTP Operations Superintendent;
- 4) Operations Supervisors; and

5) Assistant Underground Utilities Manager.

Sec. 10: Beach Safety personnel who are certified as EMT's shall receive a 2.5% differential above the adjusted base rate of pay provided that their certification remains active. The City shall not be responsible for the cost of obtaining such a certification nor may the employee obtain such certification during working hours.

Sec. 11: Certification pay is calculated using the employee's adjusted base rate of pay.

## **ARTICLE 14 - WORK SCHEDULING AND OVERTIME**

**Sec. 1:** The current normal workweek for all full-time employees shall consist of forty (40) hours per week. Under no circumstances will benefits/rights associated to full-time employees be reduced or modified if the workweek is altered. The normal workweek for all full-time employees shall consist of forty (40) hours per week, beginning with the employee's first regular shift. The normal workday shall consist of eight (8) or ten (10) consecutive hours of work in the twenty-four (24) hour period. The City may, through a written Letter of Understanding mutually agreed upon with the Union, create a work schedule for police telecommunication employees that will include twelve (12) hour workdays. The employer shall provide to the Union a list of all Bargaining Unit employees who currently work a ten (10) hour day.

**Sec. 2:** The employer reserves the right to designate a change in the work schedule, weeks, days, hours and shifts of its employees; however no individual employee shall have his/her work schedule or day off schedule changed for the purpose of avoiding the payment of overtime, nor shall any changes in work schedule be made in an arbitrary or capricious manner. In any event, notice of not less than ten (10) working days shall be given to the affected employees and an authorized representative(s) of the Union. Upon the request of the employee or the Union, the employer agrees to meet and confer with the above referenced Union Official(s) and/or the employee. Should the City not comply with the notice requirements, and if appropriate, the above referenced meeting, the employee schedule will not be changed. Further, scheduling changes will not be used for disciplinary purposes.

**Sec. 3:** Work schedules and regular days off can be changed to provide manning for any unforeseen emergencies. The parties mentioned above will be notified as soon as practicable.

**Sec. 4:** The employer and the Union recognize that certain type of activities operating on a continuous basis require different treatment as to hours worked, and agree that in those instances, an eight (8) or ten (10) consecutive hour shift, including lunch period, and breaks per Article 19, may be allowed. In the Public Works Department, personnel assigned to beach maintenance will be permitted to operate in a flexible but not split shift

work schedule. In the Recreation Division, program supervisors and staff will be permitted to operate in a flexible but not split shift work schedule. Personnel assigned to ball field maintenance in Public Works will be permitted to operate in a flexible but not split shift work schedule for such events that occur sporadically. Employees assigned to the Police Department who are ordered to extended standby by the Court Liaison Officer, will receive one (1) hour of compensatory time at adjusted base rate of pay plus Enhancements, for such inconvenience. This section shall not apply if the employee is called into court during this period and callback pay is provided as in (Sec. 5).

Sec. 5: An employee who is called into work outside his normal work schedule will be guaranteed a minimum of three (3) hours pay at time and one-half the adjusted base rate of pay plus Enhancements regardless of the number of hours worked during the work week. This does not apply in the case of scheduled overtime, or if the call-out occurs within one (1) hour of the start of the employee's normal work schedule.

Sec. 6: Opportunities to work overtime will be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the overtime work required. Overtime and compensatory time opportunities will be recorded and maintained. These records will be available for review by the Union and employees. If an employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future overtime work.

Sec. 7: Scheduling for overtime and holiday work in the Water/Waste Water Treatment Plant shall be assigned from a rotation list composed of qualified operators grouped by classification, provided a certified operator is on duty at all times, assigned to the Main Control Room. Qualified, certified supervisory personnel may be called upon, at the discretion of Management, for appointment to overtime or holiday work based upon the unavailability of employees with the Operator classification.

Sec. 8: By mutual agreement between the employer and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time may be accumulated up to forty (40) hours and is to be used within the one-hundred and twenty (120) calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within one-

hundred and twenty (120) days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee to be used within the 120 days. If the employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the one hundred and twenty (120) calendar day period succeeding the date on which the overtime is worked, the employee shall receive a payout at the appropriate rate of pay in lieu of paid time off.

Sec. 9: Time-and-one-half (1-1/2) the employee's the adjusted base rate of pay plus Enhancements shall be paid for all work performed in excess of forty (40) hours of work in any work week. Paid holidays and paid vacation leave shall be considered as work performed for the purpose of counting forty (40) hours in any workweek. Paid or unpaid sick leave and compensatory time shall not count as work performed for the purposes of counting forty (40) hours in any workweek.

Sec. 10: In no instance shall standby be involuntarily assigned to regularly scheduled days off.

Sec. 11: Upon appropriate authorization, should it be required that an employee respond to a telephone conversation, in which substantive information is exchanged, that relates to an employee's specific skills and ability, the employee will be compensated one (1) hour at the adjusted base rate of pay plus Enhancements.

Sec. 12: The following provisions shall apply to Plant Operator I - Rotator and Plant Operator I Trainee - Rotator (Rotator):

- a. All Rotators shall be assigned to a two week work schedule, the schedule to be received one week in advance of the commencement of the schedule.
- b. No Rotator shall be scheduled to work and, pursuant to that schedule, will not work more than sixteen (16) hours in a twenty-four (24) hour period and not more than twenty-four (24) hours in a forty-eight (48) hour period.
- c. All Rotators shall have two consecutive days off.
- d. All Rotators who commence working a scheduled shift shall have the right to work that entire shift.

- e. Article 14 Sec. 2 Work Scheduling and Overtime shall not apply to the modification of the work schedules of Rotators.
- f. Article 14, Sec. 5 regarding “calling employees to work outside their normal work schedules” shall apply to employees in the Rotator positions only after the Rotator has worked forty (40) hours in the specified work week.
- g. Article 46 – Shift Differential shall not apply to employees in the Rotator positions.

Sec. 13: Employees assigned to the police department and beach safety may be required, at the discretion of their supervisor, to work mandatory overtime. Such mandatory overtime, if implemented, shall be based on reverse rotating seniority.

## **ARTICLE 15 - LABOR-MANAGEMENT COMMITTEE**

Sec. 1: There shall be a Labor-Management Committee formed from established City Departments/Offices. The City and Union will select their own representatives. It is recognized that the size of the Committee should not be cumbersome. The Office of Human Resources will facilitate the meetings.

Sec. 2: The Union membership of the Committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of the Director or Assistant Director of the Department/Office. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor-Management Committee meetings.

Sec. 3: The Committee shall meet once every two (2) months or at other times by mutual consent. Minutes will then be taken and kept of all meetings of each committee. Meetings will be conducted during normal operating hours of the Department. If the course of the meeting should extend beyond the Union designated employee's normal working hours, that employee shall not be entitled to any additional compensation beyond his/her normal day's wage.

Sec. 4: The Committee shall not engage in any labor negotiations, nor shall it be or become a vehicle for grievance handling, processing or resolution.

## **ARTICLE 16 - VOLUNTARY DEMOTIONS/LATERAL TRANSFERS**

**Sec. 1:** Any employee holding permanent status within the classified system may voluntarily request a lateral transfer or a demotion to a lower paid position without having to take the usual examination for appointment to the lower paid position or lateral position.

**Sec. 2:** Prerequisites for such voluntary demotion/lateral transfer:

(a) The employee must submit the request in writing to the Office of Human Resources and must state the title of the lower/lateral position requested, the reason(s) for the request, an acknowledgment that they understand that the demotion will involve a reduction in pay unless otherwise stipulated and, once either is 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/lateral 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/lateral position available; no employee holding such lower/lateral position may be involuntarily bumped out of that position for the purpose of providing room for the voluntarily demoting/laterally transferring employee; however, such demotions or transfers shall supersede any existing eligibility lists:

(d) The receiving Department Head may approve or disapprove acceptance of the voluntarily demoting/laterally transferring 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.

(f) Employees in the Professional, Supervisory, Police, Fire, Confidential, Executive or Management positions shall not bump into any positions in the General Employees Unit. Employees in the above stated positions shall only be demoted or transferred into a vacant General Employees Bargaining Unit position (not desired by a Bargaining Unit employee) with zero (0) seniority for all purposes seniority is utilized, including but not limited to bidding vacations, schedules, overtime. Employees filling General Employee Bargaining Unit



positions shall not retain any rates of pay, benefits, or terms and conditions of employment which they enjoyed in any position which they previously held with the City.

Sec. 3: The voluntarily demoting/laterally transferring employee will retain such seniority and other benefits earned prior to the effective date of the demotion/ transfer.

Sec. 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 examination, and been certified as eligible for appointment (and promotion) in accordance with the classified system's regular promotional appointment procedures.

Sec. 5: The City, contemporaneously with notification to the Employee, shall advise the Union in writing (i.e. copies of Personnel Action forms) of all Bargaining Unit member changes in status, including but not limited to personnel changes, whether involving compensation, leaves, administrative or otherwise.

Sec. 6: The provisions of Section 2(d) of this Article shall be grievable but not arbitrable.

## **ARTICLE 17 – PERFORMANCE REVIEW AND MERIT PAY INCREASES**

Sec. 1: Persons employed by the City shall serve a twelve (12) month probationary period (“Original Probationary Period”) following their initial appointment. Employees shall be reviewed on or before the end of the Original Probationary Period to determine the suitability of a regular appointment. Following the completion of the Original Probationary Period, the employee will be rated according to one of two categories:

Unsatisfactory

Satisfactory

Employees who are “Unsatisfactory” will be dismissed from employment. Employees who are “Satisfactory” will receive a regular appointment to their position.

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

Sec. 3: The probationary period for part-time employees shall be twelve (12) months from the employee’s date of hire.

Sec. 4: Civil Service employees who receive a promotion to a new position, shall, upon appointment, serve a six (6) month Promotional Probation Period and shall receive a five percent (5%) increase to the employee’s base rate of pay or the minimum rate of the classification, whichever is greater. On or before the completion date of the Promotional Probation Period, the employee shall be evaluated to determine if the employee’s performance 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 and shall be evaluated twelve (12) months from the completion of the Promotional Probation Period. Those employees who are successfully promoted must remain in their new position for minimum period of twelve (12) months before being eligible for another promotion. Promotions to new positions shall change the annual salary review date of the employee.

Sec. 5: 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. If the employee receives a promotion, then Sec. 3 above will apply.

Sec. 6: Employees who receive an “Unsatisfactory” evaluation shall be re-evaluated within ninety (90) days of the evaluation. Employees who continue to be “Unsatisfactory” shall be counseled and provided a detailed written explanation as to why the performance continues to be “Unsatisfactory”. The employee shall be given additional direction and guidance on how to improve. The employer has the option to continue to evaluate the employee and to warn the employee that repeated sub-standard performance is a violation of the City of Hollywood’s Work Rules.

Sec. 7: Employees who do not agree with their performance review may appeal to the Department Head or Office Director and, if not resolved, to the Human Resources Director, but may not make use of the grievance or arbitration procedure. If an employee receives two consecutive performance reviews with which the employee disagrees, the second such review shall be grievable and arbitrable at the employee’s option. The disposition of the grievance will be placed in the employee’s personnel file.

Sec. 8: The parties intend to modify the current performance appraisal system for all Bargaining Unit members, to a system based on a seven (7) point scale. The parties further agree that the appraisal system may be modified only by the mutual consent, in writing, of the City and the Union. The definition of competencies can be found in Appendix E.

Sec. 9: 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. The system is not intended to be punitive oriented. Continued failure on the part of the employee to take direction and guidance from a performance evaluation may or may not lead to disciplinary action.

Sec. 10: If the employee’s performance review is not completed by the employee’s annual review date it shall be assumed the employee’s review was satisfactory.

Sec. 11: An employee’s probation shall be suspended for the period of a Workers’ Compensation injury. Upon returning to duty, the employee shall have thirty (30) days or the period of remaining probation, whichever is greater, to establish job performance toward regular appointment.

## **ARTICLE 18 - PENSION AND PENSION PLAN**

**Sec. 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.

**Sec. 2:** The City amended the General Pension Plan Ordinance on June 19, 2019, 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.

Sec. 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.

Sec. 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.

Sec. 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.

Sec. 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.

Sec. 7: Employees who were hired prior to July 15, 2009, who entered the DROP on or after July 1, 2006, 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 hours of sick and/or vacation leave.
- (e) DROP participants will be considered as retirees with regard to medical, dental and life insurance contributions.
- (f) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

Sec. 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 plan's 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 8.

## **ARTICLE 19 - REST PERIODS**

Sec. 1: Each employee shall be granted two (2) fifteen (15) minute rest periods with pay on a regular basis except at times of operational problems. The first rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and the second rest period will be scheduled approximately mid-point in the second one-half of the employee's regular work-shift. There shall be no exchanges of rest periods to compensate for tardiness, extended lunches or early departures.

Sec. 2: Employees working a ten (10) hour day shall receive two (2) twenty (20) minute breaks in lieu of the fifteen (15) minute breaks. The first rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and the second rest period will be scheduled approximately mid-point in the second one-half of the employee's regular work-shift. There shall be no exchanges of rest periods to compensate for tardiness, extended lunches or early departures.

## **ARTICLE 20 - SICK LEAVE**

**Sec. 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.

**Sec. 2:** Employees, in order to qualify for sick leave, must notify their supervisor of illness as soon as possible; but no later than one-half hour after the start of the scheduled shift, except in the event of an emergency. Those employees who relieve another employee, e.g. round-the-clock operations, must notify their supervisor at least one half-hour before the beginning of the shift. Such notification shall be made each day of absence by the employee or a responsible member of his/her household unless the employee is hospitalized, or under doctor's care.

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

A. If an employee has accumulated three hundred (300) hours of sick leave as of October 1st of any Fiscal Year, he or she shall have the option of converting the next forty (40) hours of accrued sick leave days to vacation leave. Requests to convert the next forty (40) hours of sick leave to vacation leave must be made to the employee's Division 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 days to personal leave per fiscal year, provided the employee will have at least 96 hours of accrued sick leave after this conversion.

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

D. In order to qualify for Personal Leave pay, employees must submit a request for approval to their supervisor as soon as practicable, but not less than forty-eight (48) hours prior to the use of the Personal Leave. The minimum forty-eight (48) hour requirement

may be waived by the employee's supervisor in the event of an employee 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.

Sec. 4: The options chosen by all covered employees in 1980 shall remain in full force and effect, except as may be modified herein. Sick leave hours accrued and unused as of October 1, 1994 shall be referred to as "Existing Hours". Employees who separate from employment with the City prior to October 1, 1994 with less than five (5) years of credited service shall receive no payment for "Existing Hours". Employees with five (5) or more years of credited service, who separate from employment with the City for any reason whatsoever, enter the "DROP" Plan, or Retire shall receive a payment equal to the product of the employee's final adjusted base rate of pay plus Enhancements and "Existing Hours".

Sec. 5:

- (a) On or after October 1, 1994, employees who terminate their employment with the City for any reason whatsoever, shall, in addition to any payment which may be due pursuant to Section 4 of this Article, receive a payment equal to the product of unused sick leave accrued as of October 1, 1994 ("New Hours"), the employee's 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 shall be:

<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	70%

- (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%

Sec. 6: "Existing Hours" may be used only after an employee has used all "New Hours".

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

Sec. 7: 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 was not designated, then the payment shall be paid to the employee's estate.



## **ARTICLE 21 - VOTING TIME**

**Sec. 1:** In order to allow the employees an opportunity to vote in National, State, County or City of Hollywood elections and primaries held prior to those elections, employees covered by this Agreement who make a request to their Division Head, or Supervisor in charge of the Division, may be allowed one (1) hour off without loss of pay at the start or end of their shift, provided such time off does not result in the City having to replace such employee at overtime rates. The Division Head or Supervisor in charge of the Division shall not unreasonably deny such requests, provided the conditions of this Section are met.

**Sec. 2:** In order to be granted time off, an employee must sign a Voting Roster five (5) working days before the election date, and present a valid voter's registration card. The Division Head or Supervisor will post a list of personnel and the time off granted at least two (2) working days before the election date.

**Sec. 3:** The City shall grant such requests, provided the requirements of Sec. 2 are met, and further provided same will not substantially hinder the regular operation of the division.

## **ARTICLE 22 - CONTRACTING OR SUB-CONTRACTING**

**Sec. 1:** If the City is considering contracting out or sub-contracting work, which will eliminate Bargaining Unit positions, the City shall notify the Union no later than one hundred twenty (120) days prior to making any final decision. The City shall provide the Union with all financial data relating to the proposal being considered.

**Sec. 2:** The City shall impact bargain with the Union over the issues which will directly affect any Bargaining Unit employee resulting from the proposed contract or sub-contract. The Union shall have the opportunity to present alternative proposals to the administration before the administration submits its recommendations to the City Commission; thereafter, the Union shall have an additional opportunity to present its alternative proposals to the City Commission prior to the City Commission making the final decision on the matter.

**Sec. 3:** If the decision is then made to contract out or subcontract work, to a private or other governmental entity, the City shall request that the entity employ the City's displaced personnel for a period of eighteen (18) months at such wage and benefit levels as the displaced employees received from the City on the effective date of the subcontract. However, if the sub-contractor is unwilling to hire the displaced employees with the conditions stated above, the City shall employ the displaced employees in another capacity at no loss of wages or benefits to the displaced employees. For purposes of this Article, a displaced employee is defined as any employee who loses his/her position due to the effect of sub-contracting services otherwise provided by the City. Any employees 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, transfer, filling vacancies, lay off and recall. Any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions.

## **ARTICLE 23 - WORK UNIFORMS AND LAUNDRY**

**Sec. 1:** The Union and the City recognize the need for appropriate dress and/or uniformity of apparel among its various employees who are covered by this Agreement. It is the policy of the City of Hollywood that all work apparel and shirts provided to those AFSCME employees required to wear uniforms will be a single solid color. Such employees are responsible for the maintenance and care of the uniform unless otherwise provided for in the Agreement.

**Sec. 2:** The City agrees that it will issue work uniforms to those employees who are required to wear uniforms; Those AFSCME employees required to wear uniforms while on duty are entitled to receive five (5) bottoms and five (5) tops each year to be issued October 1<sup>st</sup> of each year and additional bottoms and tops will be reissued during the year as needed. It will be the employees' option with the approval of the Department Director, or designee, to select long trousers, Bermuda style shorts, skirts or a combination thereof. Shirts shall be long or short sleeve work shirts, golf type or tee shirt. The color of the uniform shall be defined by the applicable work group. Employees terminating their employment shall be required to return such uniforms prior to receiving their final paychecks. Wearing of City supplied uniforms while engaged in non-City work or recreational activities is prohibited. CSO's will be issued along with their regular uniforms, one (1) Ballistic Vest w/cover according to the policy for Sworn Police Officers. CSO's will be required to wear the vest while in uniform whether on duty or off duty.

**Sec. 3:** The City recognizes that certain occupations would subject the uniforms to soiling conditions that would require commercial laundry services. To that extent, the City agrees to furnish full laundry service to only those classifications assigned to certain divisions, as listed below:

- (a) Public Works - Streets Maintenance
  - Maintenance Person
  - Equipment Operator
  - Laborer
  - Electrician
  - Street Light Electrician

- (b) Public Works - Forestry/Landscaping
  - Irrigation Crew
  - Nursery Crew
  - Tree Crew
  - Beach Maintenance
  - Recreation Maintenance
  - Right-of-Way Crew - State licensed individual applying chemicals and any subordinate personnel who apply the chemicals only; standard issue uniforms without laundry service for balance of crew.
- (c) Public Works - Property Maintenance
  - Refrigeration Mechanic
  - Plumber
- (d) Public Works - Garages: Central, Police, Fire, Sanitation
  - Chief Mechanic
  - Automotive Mechanic
  - Sanitation Equipment Mechanic
  - Automotive Service Person
  - Sanitation employees
- (e) Public Utilities<sup>1</sup>
  - Water Plant Personnel
  - Water Distribution Personnel
  - Sewer Collection Personnel
  - Sewer Plant Personnel
  - Underground Utilities

The City and the Union agree that in the event that new classifications are added to the pay plan or position titles are changed, those positions and any existing position titles which are determined by the City and/or Union to meet the above criteria for cleaning services covered

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<sup>1</sup> excluding clerical and office persons

in this Article, shall be entitled to receive said cleaning services as provided herein, with agreement of the City.

Sec. 4:

(a) Civilian police personnel are issued uniforms and are required to maintain and launder them; ID Technicians and CSO's will receive a uniform maintenance allowance of \$50.00 per month; maintenance shall include all necessary cleaning and/or laundering and repair of garments and/or included accessories.

(b) Replacement of issue items will be furnished by the city to Civilian Police and Fire personnel, on a turn-in, reissue basis, due to being worn-out or damaged, up to the following maximums, each year:

<b>Quantity</b>		<b>Item Description</b>
<i>Inside Personnel</i>	<i>Outside Personnel</i>	
3 each	3 each	Short sleeve shirts
3 each	3 each	Trousers
	1 each	Baseball Type Cap

Any other uniform replacements will be determined on an individual-by-individual basis.

(c) Community Service officers who are assigned to road patrol will be furnished personal storage lockers:

Sec. 5: Asphalt crew, Beach Maintenance employees and Sanitation crew employees in the Public Works Department and any other employees required to wear safety shoes shall receive work shoes supplied by the City. Required work shoes shall be replaced when worn out or damaged as shall be determined in the sole discretion of the City.

Sec. 6: Safety equipment will be issued at the direction of the Department Director, or designee, wherever needed without regard to the Agreement.

## **ARTICLE 24 - HEALTH AND WELLNESS PLAN**

**Sec. 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 2022 will remain \$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 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 2022 will remain \$30.00 per visit.

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.

The bi-weekly rates for the OAP and OAPIN plans in calendar year 2022 are as follows:

	<b>OAP</b>	<b>OAPIN</b>
Employee Only	\$79.50	\$0.00
Employee + 1	\$159.00	\$35.59
Employee + 2 or more	\$254.40	\$78.30

**Sec 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: \$400 for single coverage; \$600 for single plus one dependent; and \$1000 for single plus two or more dependents. Employees who are not covered by City health insurance shall have access only to the single coverage amount 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.

Sec. 3: The City shall provide a dental insurance plan for its regular full-time employees and such dependents meeting eligibility requirements thereof at a total cost not to exceed \$19.00 per employee per month. Any premium requirements in excess of \$19.00 per employee per month will be borne by the participating employee.

Sec. 4:

(a) Employees hired before July 15, 2009, who have ten (10) or more years of credited service and are age 55 or older or have twenty-five (25) years of credited service regardless of age, and retire upon leaving active service will have the option of continuing under the City's health insurance plan. There will be no cost to the retiree for his/her coverage. The retiree will be responsible to pay the full premium for Dependent coverage. The provisions of this section shall not apply to any employee who retired for any reason prior to April 1, 1988.

(b) Employees cannot buy time for a qualifying event. A retiree shall have the right to continue dental coverage upon retirement provided the retiree pays the designated premium. A surviving spouse shall have the right to continue the health and dental coverage provided the surviving spouse pays the designated premium for such coverage.

(c) Employees who were 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, will have the option of continuing under the City's health insurance plan. They will contribute

at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents. Additionally, such employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.

(d) 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 premium.

(e) 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 continuing health insurance for themselves and eligible dependents at no cost. Only employees hired prior to April 6, 2016, receiving non-duty disability will receive continuing health insurance for themselves at no cost providing they have ten (10) years of credited service prior to retirement and they shall be responsible for paying dependent health care. Employees who retire with a duty disability shall have the right to continue their dental coverage for themselves and eligible dependents upon retirement provided they pay the designated premium.

Sec. 5: The City shall provide a term life insurance policy in the face amount of \$25,000.00 with double indemnity provision, for each employee; said term shall be for the term of active employment of the employee and shall cease upon the employee's separation of service for any reason. Active employees will be covered under the basic life insurance policy and have the option to be covered under supplemental policies if chosen. Participants will be subject to the terms and conditions of the existing policy.

Sec. 6: Each employee shall also have the option of completing one (1) wellness preventative physical during this Agreement through the City's contracted provider, with the cost of the scan paid 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.

Sec. 7: The City cares about the well-being of all employees on and off the job and provides a comprehensive Employee Assistance Program (EAP). An EAP offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may



negatively affect employee or family member's well-being. For this Agreement, coverage includes 10 free face-to-face or telephonic visits with a specialist, per person, per issue, per year including online material/tools and webinars.

Sec. 8: 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 Union employees during these meetings shall not count as Union Business for purposes of Article 8.

## **ARTICLE 25 - SAFETY COMMITTEE, EQUIPMENT AND APPAREL**

**Sec. 1:** The Employer and the Union recognize the importance of an adequate Safety Program. Safety committees shall be established and maintained by Departments. Oversight of such committees will be performed by the Risk Manager or his/her designee.

**Sec. 2:** The Employer agrees to institute safety inspection programs on a semi-annual basis on all aerial vehicles. These inspections are to be made by qualified personnel. At least one inspection per year shall be performed by a certified agency. If any safety equipment or apparel is required by the City in any work area, such equipment or apparel shall be furnished by the City at no cost to the Employees. Failure of Employees to wear said furnished apparel or to use said furnished equipment, or failure of an employee to perform their job in a reasonably safe manner, may result in disciplinary action.

**Sec. 3:** Employees who are required to wear eye protection and wear prescription glasses will be reimbursed the cost differences not to exceed \$50.00 per year, between regular prescription glasses and industrial safety glasses. Prior to utilization, employees shall make a request in writing and receive written approval from their Department or Division Head. Proof of purchase and payment shall be submitted through channels.

**Sec. 4:** In the event said glasses are broken during the course of employment, as a result of being struck by an object as outlined in 3 referenced above, the City shall pay the full reasonable replacement cost unless employee's carelessness caused the loss.

**Sec. 5:** If an employee believes he is being required to work under unsafe conditions, he shall notify in writing his immediate supervisor who will investigate the condition within one working day and take corrective action, if warranted. The supervisor will respond in writing to the employee and copy the Risk Manager within two (2) working days. No employee shall be disciplined for refusing to work under unsafe conditions.

**Sec. 6:** The City shall provide waterproof sunscreen lotions with an SPF of 40 or greater to all outdoor City employees. The City will provide an allowance of seventy-five (\$75) annually to full-time Beach Safety personnel for the acquisition of sunglasses, which will be paid in the last full pay period in March. The City will also provide a changing facility for Beach Safety personnel and protective covers/awnings for the lifeguard chairs.

Sec. 7: The City will establish and implement a citywide lightning policy based upon the advice of an outside lightning expert selected after consultation with the union.

Sec. 8: The City shall provide adequate hydration products to all employees whose work is done primarily outdoors. These beverages shall be made available anytime the temperature reaches or exceeds 85 degrees.

Sec. 9: The City will provide vaccines as recommended by the Centers for Disease Control (CDC) at the request of any Bargaining Unit employee whose position puts him/her at risk, or any member who in the course and scope of his/her duties comes in contact with any type of substance that could place the employee at risk.

## **ARTICLE 26 - WORK RULES**

**Sec. 1:** All rules and regulations in effect on the effective date of this Agreement will remain in full force and effect for the duration of this Agreement unless modified in accordance with the provisions of this Article.

**Sec. 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 acknowledgment of his/her receipt of the Rules and Regulations and will be held accountable for compliance therewith.

**Sec. 3:** In the event that the City wants to institute a new work rule or modify an existing work rule ("Proposed Rule"), the City may do so pursuant to the following procedure:

- a. The City shall provide a copy of the Proposed Rule to the Union.
- b. The Union may request, within 10 working days of receipt, to negotiate over the Proposed Rule if the Union claims that the Proposed Rule affects wages, hours of work and other terms and conditions of employment or has the practical consequence of violating this Agreement.
- c. If no request for negotiation is made within 10 working days from the time the Union receives the Proposed Rule, the Proposed Rule may be implemented by the City.
- d. If a request to negotiate is timely received with respect to a Proposed Rule, the City and the Union shall meet in an attempt to mutually agree upon the Proposed Rule.
- e. If the parties agree on the Proposed Rule, the rule will be implemented as agreed upon.
- f. In the event that the City and the Union fail to agree on a Proposed Rule, and providing the Proposed Rule meets the standards in paragraph b, the dispute shall go to arbitration. The arbitration shall be expedited and the arbitrator shall be requested and mutually agreed to, by both parties, to make a prompt award without a written opinion. If the arbitrator finds that the Proposed Rule violates the specific written terms of this Agreement or is unreasonable, then the Proposed Rule shall not be implemented. The

Proposed Rule shall not be implemented until after the arbitrator's award is received and then only if the City prevails.

Sec. 4: There shall be a single set of Rules and Regulations applicable to all employees of the City. This shall not prohibit any department from adopting written operational procedures specific to the needs of that department. Written operational procedures established by any Department shall be distributed to all employees in that department. Each employee will be provided with the operational procedures and acknowledge in writing his/her receipt of such written operational procedures. Copies of departmental written operational procedures shall be provided to the Union. In the event of a conflict between written operational procedures and the single set of Rules and Regulations, the single set of Rules and Regulations will control.

Sec. 5: 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 27- UNION BULLETIN BOARDS**

Sec. 1: The Employer will make available to the Union a minimum of forty (40) Bulletin Boards (approximately 2' by 3') to be used for the posting of Union Notices and other Union information. The Union and Management will agree upon the location of said boards. However, such bulletin boards will not be placed in areas readily accessible to the general public.

Sec. 2: Notices will be posted only with the prior approval of the President of Local 2432, or designee.

## **ARTICLE 28 - LAY-OFF AND RECALL**

**Sec. 1:** Seniority lists shall be established for each class title affected by a lay-off or abolishment of positions. All regular employees occupying positions in the affected class title shall be placed on a seniority list. In the event it is necessary to reduce the workforce, including abolishment of positions, employees shall be laid off in inverse order of seniority, i.e., junior employees first.

**Sec. 2:** An employee who is laid off or whose job is abolished pursuant to Sec. 1 shall, based on City-wide seniority, have the option of bumping either laterally or downward to a class title for which the employee is reasonably 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.

**Sec. 3:** In the event of a lay-off, the City will make every effort to give as much notice as possible. In no event will employees receive less than a three (3) week notice of lay-off, or, in lieu of notice, three (3) week pay at the employee's regular rate of pay in addition to all paid accrued leaves. The Union shall be furnished copies of all lay-off notices three (3) days prior to notices being furnished to the affected employees.

**Sec. 4:** 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. 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 City-wide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

**Sec. 5:** 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 (2) 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.

Sec. 6: Employees refusing re-employment in a class title with an equal or higher pay grade shall have no further rights to recall for that class title.

Sec. 7: Employees refusing recall to their originally held class title and pay grade lose all recall rights, and if at the time of this recall 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.

Sec. 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.

Sec. 9: In the event an employee is not rehired or recalled within twenty-four (24) months following the date of his/her layoff, the City's obligation to recall that employee shall cease and his/her name shall be removed from the recall list.

Sec. 10: The City will provide the Union with an entire City recall list, bi-annually. The list will include dates of hire, dates of lay-off, classification(s) the laid off employee previously held and the name of the Department, Division or Office in which the employee worked on the date of the lay-off.

Sec. 11: 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 29 - GRIEVANCE PROCEDURE AND ARBITRATION**

Sec. 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 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 Agreement.

(b) The Union may exercise its right not to process a grievance of a non-union member. Additionally, if the Union declines representation, any employee may elect to process a grievance over disciplinary actions without Union assistance. 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.

Sec. 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 written grievance shall be presented to the Department Director or his/her designee. The grievance will be dated and signed by the Union representative, or the aggrieved employee if the Union is not processing the grievance. 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/or the Union representative. The Department Head shall give the decision to the Union in writing, with a copy to the aggrieved employee(s), or the aggrieved employee if the Union is not processing the grievance, within seven (7) calendar days following the meeting date.

Step 2: If the Union, or the aggrieved employee if the Union is not processing the grievance, is not satisfied with the decision rendered at Step 1, the Union, or the aggrieved employee if the Union is not processing the grievance, 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/or 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, or the aggrieved employee if the Union is not processing the grievance, within seven (7) calendar days after the meeting.

Step 3: If the Union, or the aggrieved employee if the Union is not processing the grievance which challenges a disciplinary action against that employee (but not a contract interpretation grievance), is not satisfied with the decision rendered at Step 2, the Union, or the aggrieved employee if the Union is not processing the disciplinary grievance, 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. Only the Union is authorized to take contract interpretation grievances to arbitration. The request shall seek a panel of eleven (11) names, and either party may request a second panel of names. The parties shall strike names alternatively from the list of names to select the neutral arbitrator. The award of the arbitrator shall be final and binding on all parties.

Sec. 3: Rules for Grievances and Arbitration processing:

(a) The grievance shall be submitted on an Official Grievance form. Attachments may be added, if needed. The City and the Union, or the aggrieved employee if the Union is not representing the employee, shall mutually agree in writing as to the statement of the grievance to be arbitrated before the arbitration hearing, and the arbitrator shall confine

his/her decision to the grievance submitted. In the event the parties are unable to agree on the statement of the grievance to be submitted to the arbitrator, then the arbitrator shall confine his/her consideration and determination to the written statement of the grievance at Step 1 and any defenses raised by the City.

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

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

(d) Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in the case of notice to the Union by date stamping and depositing in the Union mailbox in the Human Resources Division. Hand deliveries will be documented by a date-stamped photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark, but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances deposited in the Union mailbox shall be considered properly advanced when date stamped, but shall not be considered received until picked up by the Union, as indicated by date stamp, with a copy to the City. The clock will start the day after delivery or pick up.

(e) On-duty personnel called by the Union, or the aggrieved employee if the Union is not processing the grievance 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, or the aggrieved employee if the Union is not processing the grievance, 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. Any party desiring a transcript shall bear the cost of such transcript unless both parties mutually agree to share said cost.

(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 30 - FAMILY AND MEDICAL LEAVE ACT / SPECIAL LEAVE /  
LEAVE OF ABSENCE WITHOUT PAY**

**Sec. 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.

Sec. 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.

Sec. 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.

Sec. 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 31 - SAVINGS CLAUSE**

**Sec. 1:** If any provisions 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.

**Sec. 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.

**Sec. 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 and no agreement has been reached within sixty (60) days, both parties agree to commence impasse resolution proceedings.

## **ARTICLE 32- HOLIDAYS**

**Sec. 1:** The following legal holidays will be observed:

- 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 birthday.

**Sec. 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 fall 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.

Sec. 3: All employees whose work week is comprised of four (4), ten (10) hour shifts, and who work on the Holiday, shall receive ten (10) hours of Holiday pay. Employees working on a regular ten (10) hour work schedule, who are scheduled to work on a holiday, and are unable to work due to illness, will receive ten (10) hours pay for that date, none of which is chargeable to sick leave.

Sec. 4: Non-sworn Police Department employees and employees of Beach Safety and the Golf Course who have their holidays added to their vacation will continue this practice and in addition, will receive two (2) floating holidays per calendar year. Said holidays must be requested ten (10) working days in advance of the date requested. In the event of manning and scheduling conflicts, Management reserves the right to deny the request for a particular day. In any event, subject personnel will receive two (2) floating holidays off each year of the Agreement. The only employees eligible for these two (2) floating holidays shall be employees in the job classifications of Teletype Operator, Teletype Supervisor, Community Service Officer, Crime Scene Technician (with the exception of photo imaging and fingerprints), Store Keeper, Marine Safety Officer, Marine Safety Lieutenant, and Marine Safety Captain who work on observed holidays and in lieu of holiday pay have their holiday hours added to their vacation. These employees have the ability to earn additional floating holidays per Sec. 2 of this Article if any of the above holidays falls on a Friday, Saturday or Monday and the Friday, Saturday, or Monday is the employee's normal day off. The Police Chief and Fire Chief, in their sole discretion, shall determine which job classifications are required to work on observed holidays and will be therefore eligible for the two (2) floating holidays.

Sec. 5: In accordance with standing procedure, an employee must be in pay status on his workday immediately preceding and immediately following the holiday to be eligible to be paid for the holiday.

### **ARTICLE 33 - OFFICIAL DUTY USE OF PERSONAL VEHICLE**

Sec. 1: Whenever an employee covered by this Agreement is authorized by his/her Department/Division Head to use his/her own vehicle in the performance of his/her official City duties, the employee will be compensated at the rate authorized by State Statute (F.S. 112.061) or IRS code, whichever is greater.

Sec. 2: An employee shall not be required to use his/her own vehicle without his/her consent in the performance of his/her official City duties.

Sec. 3: Whenever an employee receives written authorization from his/her Department/Division Head to use his/her own vehicle in the performance of official City duties, the employee's vehicle shall be protected by the City's motor vehicle insurance plan.

Sec. 4: An employee who is requested to use his/her own vehicle to perform official City business as authorized by his/her Department/Division Head shall be required to complete an official car expense report as prepared by the City. Such report shall include an accounting of all expenses for which reimbursement is requested.

Sec. 5: 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" in effect on December 10, 2015.

## **ARTICLE 34 - BEREAVEMENT LEAVE**

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

**Sec. 2:** An employee eligible for bereavement leave pursuant to Section 1 of this Article which resulted from a death which occurred, or a funeral which is being held and attended by the employee, outside of the State of Florida will be granted an additional two (2) days of bereavement leave (total of five). Acceptable proof of attendance at a funeral may be requested. What will be deemed acceptable proof of attendance will be determined by the Office of Human Resources.

## **ARTICLE 35 - JURY DUTY AND SUBPOENAS**

**Sec. 1:** A full-time employee, or a part-time employee per Article 50, Sec 2, lawfully summoned for Jury Duty shall present the summons to the employee's 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.

**Sec. 2:** Upon return to work, the employee shall provide to the employee's supervisor a document from the Court Clerk showing that the employee was in attendance at jury duty.

**Sec. 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 the employee's 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 service shall not exceed 15 days in any 12 month period; except that upon review by the City Manager, this may be extended.

**Sec. 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.

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

**Sec. 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. In these circumstances, if an employee is off-duty and subpoenaed to appear as a witness for the City, the call-out rate shall apply.

## **ARTICLE 36 – LONGEVITY COMPENSATION**

### **Sec. 1:**

(a) Effective in the first full pay period beginning on or after March 5, 2014, all Bargaining Unit employees with ten (10) years, fifteen (15) years and twenty (20) years of continuous service with the City shall prospectively receive additional compensation, which will be applied to the employee's base pay rate upon attainment of the respective 10, 15 and 20 year anniversary as follows:

- (1) 10 years of service = 5.0%
- (2) 15 years of service = 3.0%
- (3) 20 years of service = 2.0%



## **ARTICLE 37 - VACATIONS**

All regular full time Employees shall accrue paid vacation leave, pro-rated based upon paid hours worked each pay period, following their employment anniversary date as set forth below:

**Sec. 1:** Employees who regularly work forty (40) hours per week shall accrue vacation leave as follows:

- |   |           |
|---|-----------|
| (a) Up to 7 completed yrs.                        | 80 hours  |
| (b) More than 7 but less than 10 completed years  | 112 hours |
| (c) More than 10 but less than 15 completed years | 144 hours |
| (d) More than 15 but less than 20 completed years | 160 hours |
| (e) More than 20 years and thereafter             | 200 hours |

**Sec. 2:** Whether Employees work a five (5) day, eight (8) hour per day work week, or a four (4) day, ten (10) hour per day work week, vacations will be based on forty (40) hours pay for each full vacation week.

**Sec. 3:** Vacations shall be chosen by citywide seniority by job classification within a Division, unless a particular work group within a Division unanimously agrees to continue the existing vacation selection method. Holidays occurring within a vacation may be added to the vacation.

**Sec. 4:** Employees who utilize their vacation other than in one consecutive period may exercise their seniority for the first vacation period and shall not select the second vacation period until all other employees in their group have selected a primary vacation.

**Sec. 5:** Vacations shall be scheduled by the calendar year and Employees must select vacation periods by March 1, or sooner, each year. After completion of the first full year of service, vacation time accrued as of September 30 of each year is to be utilized during the following fifteen (15) months. Cash payments in lieu of unused vacation shall be made only on termination of employment or upon approval of the City Manager.

**Sec. 6:** Vacation pay shall be computed by using the Employee's adjusted base rate of pay plus Enhancements as of the first day of vacation. Employees may request their vacation pay in advance of any scheduled vacation leave by submitting a written

request to their Department Head four (4) weeks in advance of the day they want the vacation pay. Advance vacation pay will only be distributed on regular paydays. Advance vacation pay must be requested for entire pay periods.

## **ARTICLE 38 - DISCIPLINARY ACTION**

Sec. 1: It is agreed that the most effective means of maintaining discipline is through the promotion of cooperation and sustained good working relationships. In those cases where specific corrective action becomes necessary, the disciplinary measures taken shall be for just cause and shall be progressive; however, in specific instances where warranted, severe disciplinary measures up to and including termination may be imposed without utilization of progressive procedures. Disciplinary action shall be administered in a manner that is fair and consistent.

Sec. 2: (a) When an employee is called in by his/her supervisor for the purpose of an oral counseling or warning, the employee shall not be entitled to have a Union representative present.

(b) When an employee is called in by his/her supervisor or higher authority to receive a written warning, written reprimand, or other notice of discipline to be administered, he/she shall be entitled, at his/her request, to have his/her a Union representative.

(c) When the Union representative responds pursuant to an employee's request under (b) above, the Union representative shall only advise the employee of his/her rights under the Contract; the Union representative shall not interfere in the conduct of the meeting nor shall he/she question or raise questions to the supervisor or other higher management authority.

(e) While the parties understand and agree that a performance evaluation is not a form of disciplinary action and is not grievable, except as provided for in Article 17, Section 6, they realize that at times the employee will be counseled, warned or reprimanded, in writing, to improve deficient job performance. To this end, the following procedure will apply: When the supervisor calls the employee in to review a performance evaluation that is less than satisfactory in whole or in part, he/she is to so advise the employee who shall then be entitled upon request to have the Union representative present; the Union representative shall not interfere in the conduct of the meeting nor shall he/she question or raise questions to the supervisor. Any employee whose discipline involves suspension, demotion or termination shall be notified that they will be called in for a

disciplinary session not later than midday of the previous day so that the employee may arrange for union representation if he/she so chooses. If an attorney will be representing the employee at the pre-disciplinary hearing, the hearing will be held within a reasonable period of time from receipt of the notice, provided that any time needed to accommodate a schedule conflict shall be excluded from the sixty (60) day rule provided in section 5 below.

Sec. 3: The City agrees to furnish the Union with a copy of any written disciplinary action notice issued to any employee in the Bargaining Unit.

Sec. 4: Employees shall receive copies of Performance Reviews (Evaluations), Statements and all disciplinary action at the same time the documents are filed in the Employee's personnel folder.

Sec. 5: Discipline and/or counseling will be carried out in a manner which does not embarrass or humiliate the employee and shall be imposed by the City no later than sixty (60) days from the time the City, including immediate supervisors and any other supervisors and any other superiors in the employee's chain of command outside of the Bargaining Unit, knew or should have known of the violation. Any imposition of discipline shall be within the aforesaid 60-day rule regardless of the duration of time that it takes for the City to complete any and/or all investigation of the alleged violation(s).

The 60-day rule in the aforesaid paragraph shall be applicable to all City employees except those employed by the Police Department. Discipline imposed upon employees employed by the Police Department when the alleged violation is being investigated by Internal Affairs shall be imposed within ninety (90) days from the time the Police Department, including immediate supervisors and any other superiors outside of the Bargaining Unit in the employee's chain of command, knew or should have known of the alleged violation. Any imposition of discipline shall be within the aforesaid 90 day rule regardless of the duration of time that it takes for the Police Department to complete any and/or all investigations of the alleged violations.

Discipline imposed upon employees employed by the Police Department which involve alleged violations which are not investigated by Internal Affairs but by another investigatory arm of the Police Department shall be imposed within 60 days from the time that the Police Department, including immediate supervisors and any other superiors outside of the Bargaining Unit in the employee's chain of command, knew or should have

known of the alleged violation. Any imposition of discipline shall be within the aforesaid 60 day rule regardless of the duration of time that it takes for the Police Department to complete any and/or all investigation of the alleged violations.

Sec. 6: In disciplinary action appeals from discharge, suspension or demotion, if the action is reversed through an arbitration, then, all reference to the allegations, including but not limited to those contained in the Employee's personnel file shall be boldly marked with the word "Rescinded" across the body of the writing/documents.

Sec. 7: If an employee does not repeat the offense leading to a written reprimand, for a period of 12 months from the date of the written reprimand, then that written reprimand will not be used as the basis for a future disciplinary action unless a second offense occurs within the 12 month period.

Sec. 8: Whenever the imposed discipline is in the form of a suspension without pay, the employee may elect to forfeit accrued vacation, blood, compensatory or holiday leave, if any, equal to the suspension, in lieu of the loss of pay; if the employee elects this option, such election shall be conditioned upon full waiver of any and all rights to appeal the suspension.

Sec. 9: Employee suspensions will not be served until at least fourteen (14) calendar days after the final date of notification. If the employee chooses to appeal a suspension through the grievance and arbitration procedure, the suspension will be held in abeyance until the appropriate appeal process has been concluded.

## **ARTICLE 39 - FOOD AND SUPPLIES**

**Sec. 1:**        Emergencies. In the event of a hurricane or other unusual emergency condition as determined by the City Manager or his/her designee, the City will provide food/sandwiches, beverages and necessary supplies, unless prevented from doing so due to emergency conditions, to any member covered by this Agreement who:

(a)        is held over more than 3 hours beyond his/her regularly scheduled shift without a break, and is not permitted to leave the work site to obtain food; or

(b)        is called back after having completed his/her normal workday, with less than 3 hours intervening. Food provisions for utility personnel shall be provided separately from food supplies for other employees.

**Sec. 2:**        Holdovers. In other circumstances, employees working in the Public Utilities and/or Public Works departments that are held over in an overtime capacity and not given the option to eat at home shall be compensated as follows:

(a)        an employee required to holdover 6 hours or more but less than 8 hours shall receive \$10.00 for a meal and twenty (20) minutes on the clock for a meal break;

(b)        an employee required to holdover 8 hours or more shall receive \$16.00 for meals and forty (40) minutes on the clock for meal breaks.

In all cases, one person will pick up food for all employees held over, except that at the sole discretion of the Supervisor, others may be allowed to leave the plant site for a specified period of time.

## **ARTICLE 40 - SERVICES TO THE UNION**

**Sec. 1:** The City agrees to furnish one copy each to the Union at no cost:

- City Commission Meeting Agendas
- City Commission Meeting Minutes
- Proposed and Final Budget
- Civil Service Board Agendas and Minutes
- Civil Service Examination Announcements
- Civil Service Certified Eligibility Lists
- Revisions to Job Classification Specifications
- Civil Service Rules and Regulations
- Employee Rules and Regulations (except Sworn Police Officers and Certified Fire Personnel).
- Citywide Administrative Orders and Personnel Policy Procedures Pertaining to the Bargaining Unit.
- Semi-annual list of all employees in the Bargaining Unit, including classification, date of hire, and departmental assignment; home address, zip code, and home telephone number will be provided in the months of April and October, each year.
- Bi-weekly list of employees hired into or separated from the Bargaining Unit.
- General Employees' Pension Board Agendas, Minutes and Quarterly Reports including annual Actuary Report upon acceptance by the Pension Board.
- Citizen's Budget Advisory Board Agendas and Minutes.
- Other board agendas and minutes that may pertain to the Bargaining Unit, as requested by the Union.
- Safety Committee Meeting Minutes

**Sec. 2:** The Union President or authorized representative agrees to pick up the copies referred to in Sec. 1 above from the Human Resources Director upon notification of their availability.

Sec. 3: The parties agree that the City will not have any liability if they inadvertently neglect to provide any of the above-mentioned services to the Union.

Sec. 4: The City will provide 250 copies of the Agreement to the Union at no charge and an electronic (pdf) copy.

Sec. 5: The Union shall continue to maintain a locked mailbox in the Human Resources Division for all correspondence from the City to the Union. Notices shall be date stamped by both the City and the Union.

Sec. 6: Upon execution of this Agreement, the City will provide the Union with an electronic copy of the Agreement.



## **ARTICLE 41 - SERVICE POINTS - CIVIL SERVICE EXAMS**

**Sec. 1:** 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". Part-time employees shall receive one-quarter (1/4) point per full year of City of Hollywood service credited on any Civil Service exam. 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.

**Sec. 2:** "Closed Competitive" exams will be given for those positions which are described in Section 5 of this Article whenever a vacancy occurs in a listed position and a valid eligibility list is not available. However, if after closing the application process there are four (4) or fewer qualified applicants for the position, the City reserves the right to hold an "open competitive" process to establish a new eligibility list.

**Sec. 3:** The exam process and content for all open and closed civil service exams will be determined by the City, provided that changes to any exam content or process are not arbitrary or capricious. In all instances where an oral panel will be utilized for the exam process, the City will be guided by the limitations defined in Section 4 of this Article.

**Sec. 4:** Oral examinations will normally be conducted by a board consisting of three members; however, due to unexpected cancellations, two members are acceptable. The oral board members will be chosen from a list of trained interviewers on a rotating basis to the greatest extent possible. For each specific oral examination, no person shall serve on the board who has a familial relationship, or business association with any of the candidates. No person shall be allowed to continue on a specific board if he/she has been contacted by the hiring Department/Office on behalf of or against any of the candidates.

**Sec. 5:** The following positions shall be tested as "closed competitive" promotional opportunities. Additions and deletions to this list of positions may be made upon mutual agreement between the City and the Union. The term "closed competitive" shall mean that an employee may compete for a promotional opportunity if 1) he/she has been employed by the City on a continuous basis in a full-time or part-time capacity for a minimum

period of one-year and; 2) he/she meets the minimum qualifications of the advertised position.

Accounting Clerk  
Administrative Specialist I  
Administrative Specialist II  
Beach Maintenance Supervisor  
Chief Electrical Inspector  
Chief Mechanic  
Chief Plumbing Inspector  
Chief Structural Inspector  
Chief Utility Mechanic  
Code Enforcement Supervisor  
Computer Operator II  
Engineering Inspector  
Head Cashier  
Heavy Equipment Operator  
Maintenance Technician  
Marine Safety Captain  
Marine Safety Lieutenant  
Meter Repair Technician II  
Parking Operations Supervisor  
Plans Examiner  
Plant Operator I - Rotator  
Police Storekeeper  
Recreation Program Supervisor  
Senior Accounting Clerk  
Senior CADD Operator  
Senior Procurement Specialist  
Senior Utility Field Technician  
Teletype Supervisor  
Treatment Plant Mechanic II

Utility Engineering Inspector  
Utility Engineering Technician III  
Utility Shift Supervisor – Wastewater  
Utility Shift Supervisor – Wastewater Rotator  
Utility Shift Supervisor – Water

## **ARTICLE 42 - SENIORITY**

### **Sec. 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 an employee has with the City beginning with the date of hire. When there is a tie in City-wide seniority, the City will use the date stamp on the original application (for original appointment) for breaking the tie.

(b) 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 five (5) years of date of leaving, his/her seniority date will be adjusted by the length of absence.

(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.

### **Sec. 2:**        USE OF SENIORITY

(a) Seniority will be used as provided in Article 14, Work Scheduling and Overtime, Article 28, Lay-Off and Recall, and Article 37, Vacations.

(b) The following priority factors will apply when making routine permanent shift assignments and work schedules within a job classification, unless a particular work group within a division unanimously agrees to continue the existing practice:

1. Efficient operation of the Department.
2. Ability to perform the assignment.
3. Seniority in time in grade.
4. When factors "2 and "3" are relatively equal, seniority shall govern.

(c) Should a senior employee be excluded from a work schedule/shift assignment because of #1 or #2 of the above, the employee will be informed, if requested, in writing of the specific requirements.

## **ARTICLE 43 - PREVAILING RIGHTS/BENEFITS**

**Sec. 1:** All prevailing rights/benefits of employment specifically included or specifically referred to in this Agreement, in addition to and including those stated or referred to in Sec. 2 and Sec. 3 below shall be maintained in full force and effect for the duration of this Agreement.

**Sec. 2:** If a recognized prevailing past practice is challenged by the City or the Union, the City and the Union agree to hold an informal hearing mediated by F.M.C.S. to determine if the matter in question is indeed a past practice.

If it is determined that a past practice exists, the City and the Union will negotiate a Letter of Understanding to become part of the Agreement. If the parties do not agree, they will take the matter to instant arbitration with a binding decision.

**Sec. 3:** The City will maintain its existing policy with respect to:

- (a) Shower time for Water and Wastewater-Treatment personnel, Underground Utilities personnel, and Beach Safety.
- (b) Permanent, non-rotating shifts by assignment
  - (1) utilities plant personnel
  - (2) police civilian personnel, excluding I.D. technicians and Community Service Officers.
- (c) Donation of sick leave, vacation leave, or compensatory time to disabled employees. (Otherwise known as the Sick Leave Pool), attached hereto.

## **ARTICLE 44 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION**

Sec. 1: An employee becomes 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 may illness/injury thereafter occur), with the identical wages and benefits which he would have received had he not been injured and had he continued to work his regularly assigned City assignments ("Supplemental Compensation").

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 regular pay 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 benefit 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.

Sec. 2: An injured employee receiving Workers' Compensation benefits shall be evaluated by physicians chosen by the City. In determining the employee's fitness for duty, the City's physician(s) shall base his determination upon the tasks and duties performed by the employee as set forth in the employee's Position Description, which shall be provided to the physician. In the event that the employee may return to work in a limited or restricted capacity, based on the City physician's evaluation, the employee would be permitted to perform duties on a temporary basis outside of their normal job classification and/or assigned department or division at their regular rate of pay. A determination of appropriate duty will be made based on the restrictions, by the Human Resources Director. When an employee has been assigned to another Department/Division, that employee will report directly and be supervised by that Department/Division. The supervisor within the new Department/Division will notify the employee's original Division of changes in the employees' status. The parties agree to regularly meet and discuss the status of the employee's assignment relative to the restrictions, the efficiency and productivity of the alternate assignments. In the event that the City Manager, based on the City physician's evaluation, determines that an employee is physically capable of returning to work and performing his regular duties, the employee shall return to work on his next regularly scheduled work day. If the employee disagrees with the City Manager's determination returning him to work, the employee may appeal that determination utilizing the State of Florida Workers' Compensation Statute. There shall be no appeal of this determination utilizing the grievance procedure set forth in this Agreement. If it is determined under the Workers' Compensation Statute that the employee was improperly ordered to return to work by the City Manager,



the employee, in addition to his benefits under Workers' Compensation, shall receive from the City retroactive from the date that the City ceased payment to the present all Supplemental Benefits as set forth in this Article to which the employee would have been entitled had the City not improperly ceased payment.

Sec. 3: In the event that the City Manager, based on the City physician's evaluation, determines that an employee injured on the job is no longer capable of performing his regularly assigned tasks and duties as set forth in his Position Description, the employee, if he disagrees with said determination and seeks to return to his former City position, shall have the right to obtain and submit to the City opinions/determinations from private Physicians that the employee can perform his regularly assigned tasks and duties as set forth in his Position Description. In the event of disagreement of physicians, the parties shall each submit the name of one physician who specializes in the field of medicine involved with the two submitted physicians mutually selecting a third physician who shall examine the grievant and determine if the employee is capable of performing his regularly assigned tasks as set forth on his Position Description. The third physician's determination shall be final and binding on all parties.

Sec. 4: For purposes of this Article, notifications to the Employee shall be performed exclusively by Certified Mail Return Receipt signed only by the Employee.

Sec. 5: Nothing in this Article is intended to deprive and/or shall deprive an employee of any rights and/or benefits to which he is entitled under the provisions of this Agreement, any applicable Local Ordinances, or State or Federal Statutes.

## **ARTICLE 45 - CLASSIFICATION EVALUATION AND REVISION**

**Sec. 1:** It is the sole responsibility of the City to determine the job content, qualification requirements, duties, and the relative significance to the City's operation of each job within the Bargaining Unit. Whenever there is a proposed change to a position title, classification, or position description concerning the content, qualifications, and/or duties of a position within the Bargaining Unit, the City will bargain with the Union over the proposed change at least twenty (20) calendar days prior to implementation of the change. The terms "job description", "class specification", and other similar phrases are all synonymous with the term "position description". Copies of any changes will be furnished to the Union during this review period. Should the City fail to notify and, if requested, bargain the proposed changes with the Union, such changes will not be implemented.

**Sec. 2:** A request to study an individual position may be initiated by an employee, if the employee believes that his/her position has changed so substantially as to warrant a change from his/her existing classification, title, and/or position description to another existing classification, title and/or position description. Change request(s) shall first be submitted to the employee's Department or Office Director for review and comment and then forwarded to the Office of Human Resources for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 4 of this Article.

**Sec. 3:** A request for study of an individual position may be initiated by the Department or Office Director if he/she believes that the position has changed so substantially as to warrant an evaluation and revision of an employee's existing classification, title and/or position description to another existing classification, title and/or position description. Such request shall first be discussed with the concerned employee for comment and then forwarded to the Office of Human Resources for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 4 of this Article. This provision will only be used to consider an upgrade in the requested classification.

Sec 4: For requests as outlined in Sections 2 or 3 of this Article, the Office of Human Resources shall report its findings and recommendations to the City Manager within ninety (90) days of receipt of the request. Copies of the findings and recommendations shall also be sent to the Department/Office Director and the employee. If a proposed change is approved by the City Manager, the change, and any pay adjustment, if applicable, will become effective at the beginning of the pay period following the approval. Any approved change in classification, title, and/or position description will not alter the performance review date for the employee.

Sec 5: Limits: Reclassifications will be limited to less than 25% increases. Any reclassification determined by the City and agreed to by the Union of a 25% or more pay increase must be filled through the Civil Service process rather than the reclassification process.

Sec 6: Wage Increase: Wage increases for reclassification will be 5% of adjusted base rate of pay. If 5% of adjusted base rate of pay is less than the start of the pay scale, then the reclassification will result in the start of the new pay scale.

Sec 7: Eligible employees: Employees must have been in their present position at least six (6) months prior to requesting a reclassification, however, this does not preclude the City from reorganizing and initiating negotiations with the Union for positions where incumbents have less than six (6) months experience, or for vacant positions.

Sec 8: Employee Commitment: Any employee receiving a reclassification to a higher pay grade will not seek a promotion or lateral transfer for at least six (6) months.

## **ARTICLE 46 - SHIFT DIFFERENTIAL**

**Sec. 1:** Employees assigned to shiftwork where the majority of their work hours fall between 12 midnight to 8:00 A.M., shall receive an additional \$0.80 per hour.

**Sec. 2:** Employees whose shift is scheduled from 4:00 A.M. to 12 noon shall be given a shift differential of \$0.80 per hour only for hours worked between 4:00 A.M. to 8:00 A.M.

**Sec. 3:** Employees whose shift is scheduled from 12 noon to 8:00 P.M. shall be given a shift differential of \$0.60 per hour only for hours worked between 4:00 P.M. and 8:00 P.M.

**Sec. 4:** Employees assigned to shiftwork where the majority of their work hours fall between 4:00 P.M. and 12 midnight, shall receive an additional \$0.60 per hour for all hours worked.

**Sec. 5:** Employees whose shift is scheduled from 8:00 P.M. to 4:00 A.M. shall be given an additional \$0.70 per hour.

**Sec. 6:** The provisions of this section shall not apply to any employee who is called in to work non-shift overtime.

**Sec. 7:** Employees who work in departments where a regular twenty-four (24) hour operation exists shall be paid as follows:

4-12 midnight or when the majority of hours assigned are between these hours shall be given an additional \$0.60 per hour.

12 midnight – 8 a.m. or when the majority of hours assigned are between these hours shall be given an additional \$1.00 per hour.

**Sec. 8:** Shift differential pay shall not apply to employees in the positions of Plant Operator I – Rotator or Plant Operator I Trainee – Rotator.

## **ARTICLE 47 - DRUG FREE WORK PLACE**

**Sec. 1:** The City and the Union recognize the requirements of the U.S. Department of Transportation's Drug and Alcohol Testing Program for Employee Drivers of Commercial Motor Vehicles and, as such, the City and the Union support the City's policy (as revised on January 1, 2004) for testing those individuals who are mandated to be tested by the Federal Law and under the guidelines of the City Testing Program.

**Sec. 2:** 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, 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.

**Sec. 3:** Except as stated below, as a condition of continued employment for all employees hired after April 7, 2006, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products. The parties agree, however, that this section does not apply to employees hired by the City prior to April 7, 2006, 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 48 - EDUCATIONAL REIMBURSEMENT PROGRAM**

Sec. 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.

Sec. 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 49 - BLOOD TIME COMPENSATION**

Sec. 1: Effective March 5, 2014, no blood time compensation shall be accrued for any Bargaining Unit employees. Upon termination or when an eligible employee submits the written election to participate in the Planned Retirement Benefit all blood time shall be paid at the member's then current adjusted base rate of pay plus Enhancements.



## **ARTICLE 50 - REGULARLY SCHEDULED PART-TIME EMPLOYEES**

Sec. 1: Regularly scheduled part time employees shall enjoy rights in all Agreement Articles except for the following:

- Article 12 - Leadworker
- Article 13 - Certification Pay (except Section 10 shall be provided to the applicable part-time employees)
- Article 14 - Work Scheduling and Overtime
- Article 16 - Voluntary Demotions/Lateral Transfers
- Article 18 – Pension and Pension Plan
- Article 20 - Sick Leave (except as provided below in this Article)
- Article 21 - Voting Time
- Article 22 - Contracting and Subcontracting
- Article 24 – Health and Wellness Plan (except as provided below in this Article.)
- Article 28 - Lay-off and Recall
- Article 30 - Special Leave and Leave of Absence (except FMLA for employee who meet the minimum qualifications).
- Article 32 - Holidays (except as provided below in this Article).
- Article 34 - Bereavement Leave (except as provided below in this Article)
- Article 35 – Jury Duty (except as provided below in this Article).
- Article 44 - Workers' Compensation/Supplemental Compensation (except as provided below in this Article).
- Article 48- Educational Reimbursement

Sec. 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 20.

2. Vacation Leave: three quarters (75%) of the vacation leave accruals provided in Article 37.
3. Holidays: Six (6) hours per holiday, including the Employee's Birthday as provided in Article 31.
4. Bereavement Leave: as provided in Article 34.
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 24 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 35.
9. Workers' Compensation/Supplemental Compensation: as provided in Article 44.

Sec. 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 20.
2. Vacation Leave: fifty percent (50%) of the vacation leave accruals provided in Article 37.
3. Holidays: Four (4) hours per holiday, including the Employee's Birthday as provided in Article 32. Bereavement Leave: as provided in Article 34.
4. A Supplemental Insurance Product in the amount not to exceed \$500.00.
5. 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.

Sec. 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.

Sec. 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 1<sup>st</sup> in each year.

## **ARTICLE 51 - DURATION OF AGREEMENT/EFFECTIVE DATES**

Sec. 1: This Agreement shall be effective upon the date of ratification by the parties and shall remain in full force and effect until September 30, 2022.

Sec. 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.

Sec. 3: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing by April 2nd of the expiration year of this Agreement that desires to modify the Agreement, with negotiations beginning thirty days thereafter, or such other date as is mutually agreed upon. The terms and conditions of employment reflected in this Agreement shall remain in full force and effect until replaced by either (1) a subsequently ratified replacement Agreement; or, (2) actions resulting from the provisions of F.S. 447.403.

Sec. 4: 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 29 but, rather shall be governed by F.S. 447.309.

Sec. 5: All Letters of Understanding entered into between the City and AFSCME prior to the signing of this Agreement have been incorporated into this Agreement. Grievance Settlement Agreements are not included in the attached letters of understanding but said settlement agreements shall remain in full force and effect.

**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 A

### PERC CERTIFICATIONS 1998, 2000, and 2018

STATE OF FLORIDA  
PUBLIC EMPLOYEES RELATIONS COMMISSION

CITY OF HOLLYWOOD,	:	
	:	
	:	
Petitioner,	:	Case No. UC-98-004
	:	
v.	:	<u>ORDER GRANTING</u>
	:	<u>UNIT CLARIFICATION</u>
HOLLYWOOD, FLORIDA, CITY	:	Order Number: 98E-242
EMPLOYEES, LOCAL 2432,	:	Date Issued: August 18, 1998
AFSCME,	:	
	:	
Respondent.	:	

Alan Fallik, Hollywood, attorney for petitioner.

George Tucker, Coral Springs, attorney for respondent.

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On January 30, 1998, the City of Hollywood (City) filed a unit clarification petition seeking to clarify a wall-to-wall bargaining unit represented by Hollywood, Florida, City Employees, Local 2432, AFSCME (AFSCME). See Hollywood Municipal Employees, Local 2432 v. City of Hollywood, No. 8H-RA-753-0157 (Fla. PERC Oct. 22, 1975) (Certification 151), clarified, 6 FPER ¶ 11101 (1980), clarified, 20 FPER ¶ 25083 (1994). On March 11, the Commission found the petition sufficient and directed that an evidentiary hearing be held. Prior to the evidentiary hearing, the parties notified the hearing officer that they were in agreement regarding the placement of the employee classifications at issue.

The parties thereafter stipulated to a generic unit description that also addressed temporary, grant, and seasonal employees. The parties were also able to enter into stipulations regarding the exclusion of supervisory, professional, managerial, and

confidential employees. On July 1, the hearing officer issued his recommended order in which he accepted the parties' stipulations and bargaining unit description. No exceptions were filed to the hearing officer's recommended order.

The hearing officer recommended that the Commission should clarify certification 151 in accordance with the parties' stipulations 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, 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, 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, Recreation Leader Trainee, Recreation Maintenance Aide, Recreation Maintenance Manager, Refuse Collection Section Supervisor, Refuse Collector, Regulatory Compliance Officer, Revenue Analyst, Sanitation Equipment Mechanic,

Safety & Loss Control Engineer, 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 Supervisor, Storekeeper, Storekeeper Supervisor, Stores Clerk, Stores Driver, Stormwater Technician, Technical Theater Specialist, Telecommunicator I, Telecommunicator II, Theater Assistant, Theater Specialist, Treatment Plant Mechanic I, Treatment Plant Mechanic II, Urban Forest/Irrigation Supervisor, Utilities Serviceworker I, Utilities Serviceworker II, Utilities Serviceworker III, Utility Locator & Inspector, Utility Maintenance Helper, Utility Shift Supervisor, Victims Advocate.

**EXCLUDED:** All Fire Fighters, Police Officers, supervisory (attachment A), professional (attachment B), managerial (attachment C), and confidential (attachment D) 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.

In our review of the recommended order and the parties' stipulations, we note that the parties have described certain personnel as "temporary employees" who have been employed in excess of one year. Thus, the term temporary employees as used by the parties is not the same as the term of "temporary employees" which is traditionally used by the Commission to designate employees who have no reasonable expectation of continued employment. The Commission commonly excludes traditionally defined temporary employees from units of regular employees. See, e.g., Industrial and Public Employees, Local 1998 v. Marion County Board of County Commissioners, 13 FPER ¶ 18000 (1986). Therefore, in accepting the parties' stipulation that temporary employees are

properly included in the unit, we are limiting this holding to the facts in this case.

The parties have also stipulated to their own definition of the term "seasonal employees." This term has traditionally been used to describe employees who are hired on a short term or sporadic basis and such employees are usually excluded from bargaining units of regular personnel. See, e.g., Pinellas County Public Employees Association v. City of St. Petersburg Beach, 10 FPER ¶ 15142 (1984). We have previously accepted the definition of seasonal employees reached by the parties, and therefore, agree that these employees are appropriately excluded from the bargaining unit. See Florida Public Employees Council 79, AFSCME v. City of Jacksonville, 13 FPER ¶ 18273 (1987).

The Commission agrees with the hearing officer's analysis and recommendation. Accordingly, the petition for unit clarification is GRANTED, and Certification 151 is clarified as noted above.

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.

Alternatively, a motion for reconsideration may be filed. The motion must be received by the Commission within fifteen days from the date of this order. The motion shall state the particular points of fact or law allegedly overlooked or misapprehended by the Commission, and shall not reargue the merits of the order. For further explanation, refer to Florida Administrative Code Rule 38D-15.005.

It is so ordered:  
MAHON, JR., Chairman, GERTZ and JACKSON, Commissioners,  
concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on August 18, 1998.

BY: Mary Ann Burns  
Clerk

/bjk



APPENDIX A  
(SUPERVISORY)

Assistant City Engineer  
Beach Safety Superintendent  
Citizen's Service Center Coordinator  
Cultural Arts Manager  
Dir., Div. of Computer Operations & Tech. Services  
Director, Division of Systems & Programming  
Director, Division of Records and Archives  
Director, Neighborhood Programs Division  
Director, Real Estate Division  
Employment and Compensation Manager  
Engineering Support Services Manager  
Environmental Services Manager  
Forestry/Landscape Superintendent  
Organizational Development and Benefits Manager  
Parking Operations Manager  
Property Maintenance Superintendent  
Records Manager  
Recreation Program Manager  
Sanitation Supervisor  
Stormwater Manager  
Streets Superintendent  
Telecommunications Manager  
Underground Utilities Manager  
Utilities Maintenance Manager  
Wastewater Plant Manager  
Water Plant Manager  
Asst. Dir., Parks, Recreation and Cultural Arts - Administration  
Asst. Dir., Department of Public Works  
Asst. Dir., Department of Development Administration  
Dep. Dir., Public Utilities - Technical  
Support Risk Manager  
Treasury Manager

APPENDIX B  
(PROFESSIONAL)

Accountant II  
Accountant III  
Assistant City Attorney  
Budget Officer  
Civil Engineer I  
Civil Engineer II  
Civil Engineer III  
Claims Coordinator  
Control Instrumentation Engineer  
Director, Division of Video and Television Services  
Director, General Accounting Division  
Grants Assistant  
Human Relations Analyst  
Human Resources Analyst  
Management and Budget Analyst  
Municipal Prosecutor  
Police Legal Advisor  
Principal Planner  
Revenue Auditor  
Senior Accountant  
Senior Assistant City Attorney  
Senior Budget Analyst  
Senior Human Resources Analyst  
Special Assistant to the Mayor and City Commission  
Special Litigation Counsel  
Systems Analyst  
Technical Systems Analyst  
Traffic Engineer  
Urban Designer (Landscape Architect)  
Utilities Contract Accountant  
Utilities Laboratory Manager  
Water/Wastewater Systems Coordinator

APPENDIX C  
(MANAGERIAL)

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

APPENDIX D  
(CONFIDENTIAL)

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 Mayor and City Commission  
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  
Executive Assistant to the City Manager  
Executive Assistant to the Mayor  
Legal Secretary to the City Attorney  
Paralegal to the City Attorney



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

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.<sup>1</sup>

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

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

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

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

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

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The Wall-to-Wall Unit (certification 151)

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

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

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

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#### The Professional Unit (Certification 1239)

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

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

#### The Supervisory Unit (Certification 1240)

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



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

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

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

It is so ordered.

POOLE, Chair, and JACKSON, Commissioner, concur.

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

BY: *Mary Ann Burns*  
Clerk

/bjk



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Appendix A (Managerial Employees)

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



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### Appendix B (Confidential Employees)

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

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.

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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:<sup>1</sup>

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

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<sup>1</sup>Certification 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:<sup>2</sup>

**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

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<sup>2</sup>Certification 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 B**

**SALARY SCHEDULE AND SCHEDULE OF PAY GRADES**

## Job Title with Pay Grade

Job Title	Pay Grade
Accounting Clerk	G17
Accounting Specialist	G24
Administrative Assistant I	G26
Administrative Specialist I	G17
Administrative Specialist II	G22
Air Conditioning/Refrigeration Mechanic	G26
Animal Control Officer	G26
Aquatics Director	G25
Assistant Planner	G29
Associate Planner	G34
Athletic Supervisor	G32
Automotive Mechanic	G27
Beach Attendant	G05
Beach Maintenance Supervisor	G32
Billing Clerk*	G22
Building Compliance Officer*	G38
Building Maintenance Technician	G18
CADD Technician	G29
Carpenter	G22
Case Advocate	G19
Cashier	G14
Chief Electrical Inspector	G42
Chief Fire/Rescue Apparatus Mechanic	G35
Chief Mechanic	G32
Chief Mechanical Inspector	G42
Chief Plumbing Inspector	G42
Chief Structural Inspector	G43
Chief Utility Mechanic	G32
Citizen Resource Officer	G17
Clerical Specialist	G11
Code Compliance Specialist*	G26
Code Compliance Officer	G26
Code Compliance Supervisor	G34
Community Development Coordinator	G30
Community Service Officer	G18
Contract Compliance Coordinator	G30
Court Liaison Officer	G25
Court Liaison Specialist	G21
Crime Intelligence Analyst	G28
Crime Prevention Specialist	G24
Crime Scene Technician I	G28

## Job Title with Pay Grade

Crime Scene Technician II	G34
Crime Scene Unit Supervisor	G42
Custodian	G08
Customer Service Representative	G17
Digital Evidence Specialist*	G24
Electrical Inspector	G38
Electrical Plans Examiner	G40
Electrician	G28
Engineering Inspector	G38
Environmental Inspector	G31
Equipment Operator	G17
Financial Systems Analyst	G35
Fire Equipment Technician	G22
Fire/Rescue Logistics Technician*	G25
Fire/Rescue Apparatus Mechanic	G32
Fire Timekeeper*	G22
Fleet Maintenance Specialist	G16
Groundskeeper	G11
Head Cashier	G20
Heavy Equipment Operator	G24
Housing & Social Services Coordinator	G28
Housing Inspector	G28
Irrigation & Grounds Maintenance Supervisor*	G32
Irrigation Technician	G18
IT Support Analyst	G39
Laboratory Technician	G27
Laborer	G09
Landscape Inspector/Plans Examiner*	G36
Latent Fingerprint Examiner	G37
Lead Custodian	G12
Lead Electrician	G31
Ocean Lifeguard	G18
Maintenance Technician	G14
Marina Attendant	G15
Marina Security Guard	G03
Marine Safety Captain	G32
Marine Safety Lieutenant	G29
Marine Safety Officer	G27
Marine Safety Specialist	G27
Mechanical Inspector	G38
Mechanical Plans Examiner	G40
Meter Repair Technician I	G19
Meter Repair Technician II	G26

## Job Title with Pay Grade

Painter	G20
Park Ranger Coordinator	G30
Park Ranger I	G16
Park Ranger II	G18
Parking Collections and Accounting Clerk	G23
Parking Enforcement Officer	G19
Parking Garage Technician	G15
Parking Operations Supervisor	G25
Parking Operations Technician	G22
Parking Services Representative I	G14
Parking Services Representative II*	G17
Parking Technology Specialist	G17
Payment Operations Supervisor	G25
Permit Service Representative	G17
Permit Service Representative II	G21
Permit Service Supervisor	G24
Photo Imaging Specialist	G24
Plant Operator	G24
Plant Operator Rotator	G27
Plumber	G26
Plumbing Inspector	G38
Plumbing Plans Examiner	G40
Police Information Desk Clerk	G07
Police Operations Technician	G27
Police Records Technician	G14
Police Timekeeper	G22
Pool Lifeguard	G12
Pool Supervisor	G20
Process Control Systems Supervisor	G39
Process Control Systems Technician Analyst	G36
Procurement Specialist	G31
Property and Storeroom Supervisor	G31
Property Clerk	G20
Purchasing Clerk*	G22
Rangemaster	G25
Receptionist	G01
Records Analyst	G24
Records Technician	G16
Recreation Aide	G02
Recreation Coordinator	G30
Recreation Courier	G12
Recreation Leader	G11
Recreation Maintenance Aide	G03

## Job Title with Pay Grade

Recreation Maintenance Supervisor	G32
Recreation Program Supervisor	G32
Recycling Coordinator	G27
Refuse Collector	G11
Sanitation Code Enforcement Officer	G26
Senior Accounting Clerk	G20
Senior Billing Clerk*	G26
Senior CADD Operator	G36
Senior Customer Service Representative	G22
Senior Environmental Inspector*	G34
Senior Parking Operations Technician	G24
Senior Pool Lifeguard	G17
Senior Utility Field Technician	G25
Special Events Coordinator	G30
Storekeeper	G19
Storekeeper Supervisor	G23
Stores Clerk	G07
Streets Maintenance Supervisor	G32
Structural Inspector	G38
Structural Plans Examiner	G40
Technical Coordinator	G30
Technical Theater Specialist	G11
Teletype Operator	G17
Teletype Supervisor	G33
Treatment Plant Mechanic I	G24
Treatment Plant Mechanic II	G27
Utilities Engineering Inspector	G38
Utilities Instrumentation & Control System Specialist*	G34
Utility Field Technician	G18
Utility Operations Analyst	G34
Utility Operations Coordinator	G27
Utility Operations Supervisor	G32
Utility Shift Supervisor - Water	G32
Utility Shift Supervisor Wastewater	G32
Utility Shift Supervisor Wastewater Plant-Rotator	G35
Vacation Rental Coordinator*	G30
Zoning Inspector*	G36

\* This position has not been certified by PERC.

## General Pay Grade and Pay Ranges FY22

Pay Grade	Annualized		Hourly	
	Minimum	Maximum	Minimum	Maximum
G1	\$24,842.71	\$37,761.40	\$11.94	\$18.15
G2	\$25,463.56	\$38,704.70	\$12.24	\$18.61
G3	\$26,099.71	\$39,672.04	\$12.55	\$19.07
G4	\$26,752.25	\$40,663.43	\$12.86	\$19.55
G5	\$27,421.20	\$41,679.96	\$13.18	\$20.04
G6	\$28,106.54	\$42,721.64	\$13.51	\$20.54
G7	\$28,809.37	\$43,790.63	\$13.85	\$21.05
G8	\$29,529.68	\$44,884.77	\$14.20	\$21.58
G9	\$30,267.49	\$46,006.23	\$14.55	\$22.12
G10	\$31,023.87	\$47,156.11	\$14.92	\$22.67
G11	\$31,799.94	\$48,335.51	\$15.29	\$23.24
G12	\$32,594.58	\$49,543.33	\$15.67	\$23.82
G13	\$33,409.99	\$50,782.83	\$16.06	\$24.41
G14	\$34,245.07	\$52,052.96	\$16.46	\$25.03
G15	\$35,100.93	\$53,353.67	\$16.88	\$25.65
G16	\$35,978.64	\$54,687.19	\$17.30	\$26.29
G17	\$36,878.22	\$56,054.59	\$17.73	\$26.95
G18	\$37,799.66	\$57,455.87	\$18.17	\$27.62
G19	\$38,745.14	\$58,892.13	\$18.63	\$28.31
G20	\$39,713.58	\$60,364.46	\$19.09	\$29.02
G21	\$40,706.06	\$61,872.86	\$19.57	\$29.75
G22	\$41,723.68	\$63,419.52	\$20.06	\$30.49
G23	\$42,766.45	\$65,005.53	\$20.56	\$31.25
G24	\$43,835.45	\$66,629.79	\$21.07	\$32.03
G25	\$44,931.77	\$68,296.68	\$21.60	\$32.83
G26	\$46,055.42	\$70,004.02	\$22.14	\$33.66
G27	\$47,206.40	\$71,753.98	\$22.70	\$34.50
G28	\$48,386.88	\$73,547.67	\$23.26	\$35.36
G29	\$49,596.88	\$75,387.26	\$23.84	\$36.24
G30	\$50,836.39	\$77,271.67	\$24.44	\$37.15
G31	\$52,107.61	\$79,203.08	\$25.05	\$38.08

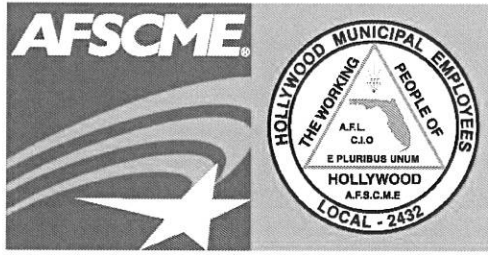
## General Pay Grade and Pay Ranges FY22

Pay Grade	Annualized		Hourly	
	Minimum	Maximum	Minimum	Maximum
G32	\$53,410.52	\$81,183.68	\$25.68	\$39.03
G33	\$54,746.22	\$83,214.55	\$26.32	\$40.01
G34	\$56,114.71	\$85,294.61	\$26.98	\$41.01
G35	\$57,517.09	\$87,426.05	\$27.65	\$42.03
G36	\$58,955.53	\$89,612.14	\$28.34	\$43.08
G37	\$60,428.95	\$91,851.79	\$29.05	\$44.16
G38	\$61,939.54	\$94,148.27	\$29.78	\$45.26
G39	\$63,488.38	\$96,502.69	\$30.52	\$46.40
G40	\$65,075.48	\$98,915.04	\$31.29	\$47.56
G41	\$66,701.93	\$101,386.41	\$32.07	\$48.74
G42	\$68,369.92	\$103,922.27	\$32.87	\$49.96
G43	\$70,079.44	\$106,520.44	\$33.69	\$51.21
G44	\$71,831.59	\$109,184.19	\$34.53	\$52.49
G45	\$73,627.46	\$111,913.52	\$35.40	\$53.80
G46	\$75,468.15	\$114,711.71	\$36.28	\$55.15
G47	\$77,354.74	\$117,578.77	\$37.19	\$56.53
G48	\$79,288.33	\$120,517.97	\$38.12	\$57.94
G49	\$81,270.03	\$123,530.39	\$39.07	\$59.39
G50	\$83,301.99	\$126,619.34	\$40.05	\$60.87
G51	\$85,384.24	\$129,783.70	\$41.05	\$62.40
G52	\$87,518.86	\$133,028.29	\$42.08	\$63.96



**APPENDIX C**

**AUTHORIZATION FOR PAYROLL DEDUCTION FORM**



**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](http://www.local2432.com)**

**APPENDIX D**

**HOLLYWOOD ORDINANCE: PENSIONS AND RETIREMENT**

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

## **APPENDIX E**

### **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 F**

**SICK LEAVE POOL POLICY**

HR-04-060: SICK LEAVE POOL

REVISED DATE: JUNE 1, 2004

LAST REVISION: JANUARY 1, 2001

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**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 G**

### **LETTERS OF UNDERSTANDING AND OTHER WRITINGS**

## LETTER OF UNDERSTANDING

DATE: July 19, 1999

TO: Ralph Dierks, President  
AFSCME, Local 2432

FROM: James E. Carnicella  
Director, Division of Human Resources

### ISSUE:

Non-Contributory Pension Plan.

### EXPLANATION:

Effective July 1, 1999 the City of Hollywood will no longer offer as an ongoing entitlement to any City employee the Non-Contributory Pension Plan. All employees presently enrolled in the Non-Contributory Plan must enroll in the Contributory Pension Plan by July 1, 1999 as a condition of continued employment.

All benefits accrued by any employee as a member of the Non-Contributory Plan will be frozen. The vesting rights of employees in the Non-Contributory Plan will not be affected. Any benefits accrued in the Non-Contributory and Contributory Plans will be available in a split manner. The number of years of service in the Non-Contributory and Contributory Plans will be combined. The actual monetary benefits to be paid will be based on the years of service in each plan.

The appropriate percentage (1%) or (3%) will be multiplied by the number of years in each plan which combined, will be the monthly pension entitlement.

Effective July 1, 1999 all City employees previously enrolled in the Non-Contributory Plan will be entitled to the benefits of the Contributory Plan except for the years of vested service within the Non-Contributory Plan and the multiplier mentioned above.

James Carnicella  
For the City of Hollywood

Ralph Dierks  
For AFSCME, Local 2432

9/29/1999  
Date

RED  
7/23/09  
RED

MEMORANDUM OF UNDERSTANDING - AFSCME AND CITY OF HOLLYWOOD

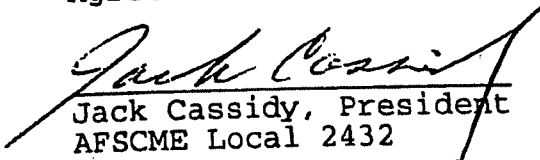
This memorandum is to confirm our recent discussions and agreements to implement the attached Physical Agility test for Marine Safety Officer applicants that pass the written examination. We further agree that the standards which the examination is based on are job related and the time constraints attainable by well conditioned and trained Lifeguards.

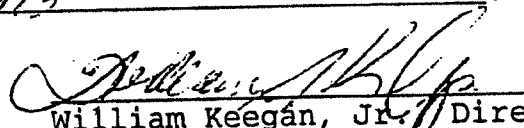
This memorandum is in no way a precedent by either party to establish a past practice. Rather it is the culmination of a team effort to re-institute the testing process at the appropriate difficulty to differentiate among the applicants.

The effective date for this Personnel Action will be the date all parties sign this agreement.

Agreed to on this date

11/16/83

  
Jack Cassidy, President  
AFSCME Local 2432

  
William Keegan, Jr., Director,  
Human Resources Department

RED  
3/16/06

City of Hollywood and H.M.E. Local 2342, AFSCME

Memorandum of Understanding

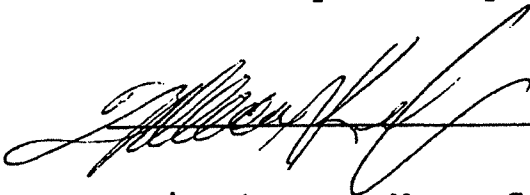
June 30, 1995

Re: Changes affecting the terms and conditions of the Code Enforcement Officer assigned to the Hollywood Beach area

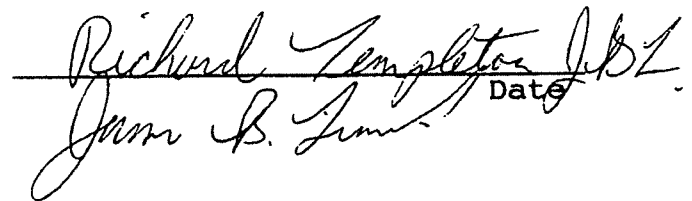
1. The position will continue to report to the Director, Neighborhood Programs Division, with input and monitoring of work activities by the Community Liaison Officer.
2. The position will have access to use whatever City sponsored means of transportation that is available on a regular basis.
3. The work schedule for this position shall be four (4) ten (10) hour days in the work week. In keeping with the joint City/Employee agreement, the City may direct the working of Saturdays and Sundays in a flexible and rotation basis for this position.
4. The position shall remain officially classified as a Code Enforcement Officer, pay grade 3.6 but will have the working title of "Beach/Marine Code Officer".
5. The position will continue to wear a City uniform consistent with other Code Enforcement personnel, with the understanding of being able to wear applicable shorts while on duty.
6. This agreement supercedes the joint City/Employee Letter of Understanding of December 8th, 1995 for this position.
7. The City and the Union agree to consult on a continuing basis and monitor the work schedule and any job changes as may be necessary and agreed upon by both parties.

For the City of Hollywood

For the Union

 7/4/95  
Date

copies to: Marco Certilli  
George Keller  
Natalie Green

 JBL  
Date

REP  
3/16/06

OPEN LETTER TO ALL FULL TIME MARINE SAFETY OFFICERS

This information is endorsed by both A.F.S.C.M.E. local 2432 and Fire Department management.

It is our intent to provide information relating to personnel wishing to take the paramedic course.

1. Class reimbursement will be made after the successful completion of the class and the forwarding of a memo to the Fire Chief's office, on a semester basis, as follows:

- a. Submission of original class tuition receipt,
- b. Submission of class grade

- 1. A = 100%
- 2. B = 75%
- 3. C = 50%
- 4. Satisfactory = 100%

- c. Submission of original book receipt after class completion (reimbursed at 100%).

(The above follows the parameters of the Firefighter's contract).

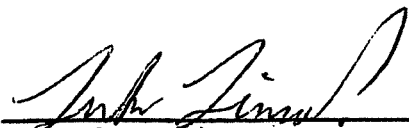
2. The Department will allow up to four personnel to attend each course. These personnel will be selected based on seniority, and submission of a formal request through the chain of command. Applications for courses shall be submitted via the chain of command. New enrollments will depend on the availability of funding.

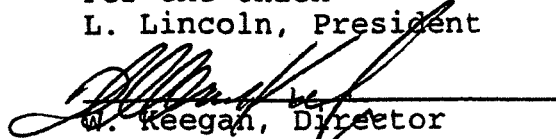
3. Once sufficient members have been trained as paramedics, consideration will be given to set up a vehicle on the beach with A.L.S. equipment. This unit will not be a transport unit, but will administer advanced life support to patients at the scene on the beach.

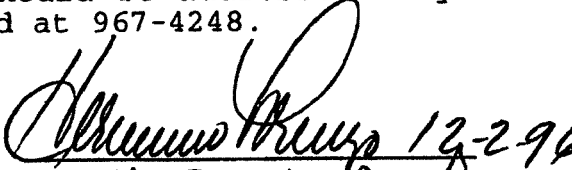
4. At this time there can be no additional pay for the completion of this course until it can be negotiated by the Union and City.

5. Implementation of a limited A.L.S. service for Beach Safety will take approximately 2 years depending on successful completion of the paramedic course by Beach Safety personnel.

6. Questions concerning this matter should be addressed to your Union representative or Chief Mailliard at 967-4248.

  
For the Union  
L. Lincoln, President

  
W. Keegan, Director  
Human Resources

  
For the Department  
H. Lorenzo, Fire Chief

  
Samuel A. Finz  
City Manager

REP  
3/16/06



# CITY of HOLLYWOOD, FLORIDA

James Carnicella  
Director

(954) 921-3218

November 2, 1999

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

**Re: Side Letter of Understanding concerning the clarification of the Agreement concerning the hiring of temporary Building Inspectors and their transition into Civil Service status.**

Dear Mr. Dierks:

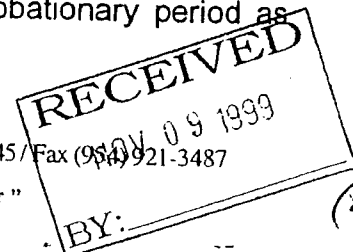
On June 27, 1995 the City and the AFSCME Union entered into an agreement concerning the hiring of temporary Building Inspectors and their benefits. Further changes to this agreement were made on December 9, 1996. Section 2 and Section 3 of this agreement were clarified at this time since the probationary period has been changed from one year to six (6) months. All other provisions of this agreement will remain unchanged. On July 27, 1999 changes were made to Section 4 and 5.

Temporary Building Inspectors will be hired at Tier B Step A. They will receive all City benefits afforded other bargaining unit positions except pension.

The following areas of agreement will serve as clarification to the status of temporary full-time Building Inspectors as covered by the above agreement as they progress to Civil Service status.

1. Temporary Building Inspectors must compete through the Civil Service testing process and be selected in accordance with the Civil Service Ordinance.
2. If chosen for the Civil Service position of Building Inspector, while being employed continuously as a full-time temporary for less than six (6) months, employee will have their vacation and sick leave balances zeroed out and will start over with a new hire date and probationary period as defined for new employees.

DIVISION OF HUMAN RESOURCES / P.O. Box 229045 / Hollywood, Florida 33022-9045 / Fax (954) 921-3487  
"An Equal Opportunity and Service Provider"



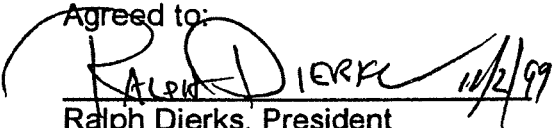
Ralph Dierks, President  
November 2, 1999  
Page 2

3. If chosen for the Civil Service position of Building Inspector, while being employed continuously as a full-time temporary for at least six (6) months, employees will have their vacation and sick leave balances credited to their banks; they will have a new hire date which will be consistent for pension, seniority, and accrual purposes; and, will be eligible for a merit increase six (6) months from their new date of initial hire and annually thereafter.
4. An on-call employee filling in for vacation, sick leave or unusual workload needs will be paid \$26.00 an hour as an Inspector, and \$28.00 an hour as a Plan reviewer, not to exceed 1040 hours in any twelve (12) month period.
5. Full-time temporary employees, Robert Greggains, Burton Bedell, Ed Weidlich, and David Groome shall become full-time Civil Service Employees with pension benefits beginning October 1, 1999 without any additional testing.
6. This agreement remains in effect until a successor is signed to replace it.

Sincerely,

  
James E. Carnicella

Agreed to:

  
Ralph Dierks, President  
AFSCME, Local 2432

c: Finance Director  
Director, Division of Budget

RED  
3/16/06



**CITY OF HOLLYWOOD, FLORIDA  
INTER-OFFICE MEMORANDUM  
OFFICE OF HUMAN RESOURCES**

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DATE: October 26, 2000

FILE: HR-01-34

TO: Ralph Dierks  
President, AFSCME Local 2432

FROM: James E. Carnicella  
Director of Human Resources

SUBJECT: Letter of Understanding September 19, 2000

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ISSUE:

Clarification of the Understanding.

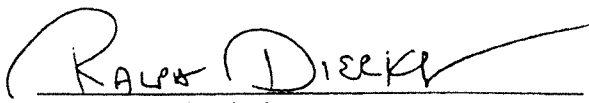
EXPLANATION:

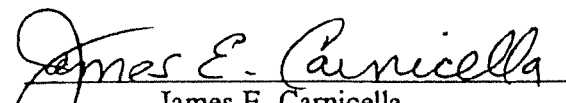
After meeting with the employees on October 25, 2000 and discussing our Letter of Understanding dated September 19, 2000, the following is a clarification of the same and an effort to interpret the meaning of several points contained therein:

When an employee decides to retire or enter the DROP lump sum payments for earned unused leave (i.e. vacation, blood, compensatory time, holiday and sick time at the appropriate rate) will be calculated in the employee's final earnings.

RECOMMENDATION:

For your information and concurrence.

  
\_\_\_\_\_  
Ralph Dierks  
President, AFSCME Local 2432

  
\_\_\_\_\_  
James E. Carnicella  
Director of Human Resources

RED  
3/11/00



# CITY of HOLLYWOOD, FLORIDA

Office of Human Resources and Risk Management  
Room 203

James E. Camicella  
Director

(954) 921-3218

May 23, 2001

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

Dear Ralph:

This letter is to inform you that the City will begin to pay Police Department personnel required to be on "stand-by" such as Telecommunicators I & II, Communication Shift Supervisors and I.D. Technicians in the following manner:

"Stand-by": (the below language shall be administered on a temporary basis and may be discontinued at the City's discretion)

"Stand-by" shall be administered on the following rotation basis:

<u>Job Title</u>	<u>Call Out Schedule</u>
ID Technician	Two (2) weeks
Telecommunicator I	Two (2) weeks
Telecommunicator II	Two (2) weeks
Communication Shift Supervisor	Four (4) weeks

An employee that is required to be on "stand-by" shall be provided with a pager. Accordingly, the employee shall not be required to remain at home in a constant state of instant readiness to report to work. Such "stand-by" status will not, therefore, be considered as time worked but the employee shall receive an additional four (4) hours regular pay per week while on "stand-by". However, an employee shall receive the appropriate compensation for hours worked as provided for in the collective bargaining agreement. Employees shall not be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

NOTE: "Stand-by" shall not impact voluntary overtime or management rights during an emergency.

RED  
3/16/02

Ralph Dierks, President, AFSCME, Local 2432  
May 23, 2001  
Page 2

Furthermore, the City will begin to pay "shift differential" to employees that work in departments where a regular twenty-four (24) hour operation exists and in the following manner:

<b>Shift</b>	<b>Differential Pay</b>
4-12 midnight (or when the majority of hours assigned are between these hours)	\$.30/hour
12 midnight - 8 a.m. (or when the majority of hours assigned are between these hours)	\$.50/hour

Applicable differential pay shall not be adjusted for any hours worked outside of the majority of hours worked on the assigned shift. In other departments within the City where there is no regular twenty-four (24) hour operation, "shift differential" will continue as contained in Article 47 of the Collective Bargaining Agreement.

The above "stand-by" and "shift differential" will be effective May 27, 2001 and continue until the parties negotiate these issues into a successor agreement.

Sincerely,

  
James E. Carnicella

c: Kenneth R. Fields, Assistant City Manager  
James Scarberry, Chief of Police  
Whit Van Cott, Director of Public Utilities  
Carlos Garcia, Director of Financial Services

RED  
3/16/02



# CITY of HOLLYWOOD, FLORIDA

Office of Human Resources and Risk Management  
Room 203

James E. Carnicella  
*Director*

(954) 921-3218

May 23, 2001

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

Dear Ralph:

As a result of issues arising since the City and the Union attempted to develop a Letter of Understanding at the Police Department, the stand-by and shift differential sections of that agreement, dated 3/27/01, will be excluded.

The City will consider all the other sections of the agreement as part of our continuing understanding. Attached is a revised agreement with the above mentioned sections crossed out and a further understanding of the choice essential employees will have in receiving pay for working holidays. If you have any questions, please call me at 921-3218.

Sincerely,

James E. Carnicella

c: Kenneth R. Fields, Assistant City Manager

RED  
3/16/02

Letter of Understanding  
AFSCME General Employee Unit

This Letter of Understanding is entered into between the CITY OF HOLLYWOOD and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEE'S, LOCAL 2432.

**Wages**

- The pay grade for Telecommunicator I and II and Communication Shift Supervisor shall be adjusted with a five percent (5%) increase effective April 1, 2001 and in addition to any contractually agreed upon increases, the pay grade shall be adjusted with an additional 2.5% increase effective October 1, 2001.

**Trainer**

- An employee that is qualified and certified to train and has been designated by the Chief of Police to train new employees shall receive an additional five percent (5%) when assigned for actual hours spent as a trainer. Trainers shall be selected on a rotational basis (using the same method as used for overtime or vacation).

**Probationary Period for Communication Personnel and C.S.O.'s:**

- Communications - a six (6) month probationary period shall be served and begin after the successful completion of a three (3) month employment and training period for any employee in this class that does not have a minimum of two (2) years comparable communications experience as determined by Human Resources.
- CSO's - a six (6) month probationary period shall be served and begin after the CSO has been hired and has successfully completed the Broward County C.S.O. academy.

**Holidays**

- Holiday leave is granted to all employees pursuant to the provisions specified in the Collective Bargaining Agreement, Article 32, Section 1. Employees that have been designated as "essential employees" (i.e. communications personnel) may be requested to work on the holidays identified in the Collective Bargaining Agreement and recognized by the City. "Essential employees" shall be compensated for working on said holidays as provided for in the Collective Bargaining Agreement.
- Those Police Department classifications designated as "essential" and assigned to regularly work holidays shall have the option to be paid in accordance with the collective bargaining agreement, Article 32, Section 3 or at the employees request, may receive double time for the regularly

or at the employees request, may receive double time for the regularly scheduled shift for the holiday, (in lieu of a day off ).

- The employees within the designated classifications, who choose to accept double time for their regularly scheduled shift on a holiday, must make this request in writing authorizing the department to pay the employee in lieu of any time off.

**Other**

**Creation of New Position in the Police Department**

- The position of Grant Coordinator shall be created effective April 2, 2001 in the Police Department and it shall be announced on a "closed competitive" basis. The position vacated as a result of filling the Grant Coordinator position shall not be "back filled" at the sole discretion of the City.

This Understanding between the parties will be effective April 15, 2001.

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEE'S LOCAL, 2432

CITY OF HOLLYWOOD



Ralph Dierks

MAY 23, 2001  
Date



James E. Carnicella

May 23, 2001  
Date

RED  
3/16/06

**LETTER OF UNDERSTANDING  
BETWEEN THE CITY OF HOLLYWOOD  
AND AFSCME, LOCAL 2432  
REGARDING THE PENSION PLAN**

The City of Hollywood and the AFSCME Local 2432 herein after called the "parties" have entered into an agreement regarding the Pension and Pension Plan, Article 18. The parties have agreed to the following, which will be made part of the collective bargaining agreement by reference. The agreement is as follows:

- The Pension Board will hire a Pension Administrator, paid by the Pension Fund.
- The City will hire an Attorney experienced in Pension Administration, paid by the Pension Fund.
- The City will provide for an off-site office for the Pension Administrator to be paid for out of the Pension Fund.
- All current employees with prior City service not credited to the Pension Plan (e.g. service time in the 1% non-contributory plan; Grant, CETA, BETA or Temporary employment that leads to permanent service, etc...) shall be eligible to buy-back all full-time City service.
  - a) The buy-back for this time shall be made in one or more of the following manners:
    - 1) Cash/Lump Sum (not mandatory)
    - 2) Reduction of Pension Payments (mandatory)- any amount still due for the buy-back shall result in a reduced pension benefit, plus interest, upon retirement until the buy-back amount is paid in full. The reduction shall be from the pension amount based on the years of service already paid back and not to exceed 20%.
  - b) The member shall pay for the buy-back per the following:
    - 1) 7% contribution per each year of service at the rate paid for each of those years.
    - 2) Buy-back fee of 4% for the total balance due will be added to members making a cash/lump sum payment.
    - 3) Buy-back fee of 4% plus 6.5% will be added to any unpaid balances.
- Beginning on their hire date, all employees must contribute to the Plan 7% of their covered salary. This amount is made tax-deferred. All employees hired prior to the effective date of this Agreement, shall be given credit for their first six (6) months of service.
- In the event that an employee leaves service before vesting (i.e. having less than a minimum of five (5) years of continuous service), they or their beneficiaries shall receive the employee's contributions plus 4% simple interest.
- Only employees who have continuous credited service of 10 years or more and are age 55 or older, or have 25 years of continuous credited service regardless of age, and retire upon leaving active service will be entitled to continued City health care coverage. Any employee receiving a Duty or Non-duty related disability pension will also be eligible to continued City health care coverage. Individuals having vested and left the service of the City under age 55, shall not receive City health care coverage upon reaching normal retirement.

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- To qualify for a Non-duty related disability an employee must be vested (i.e. have at least five (5) years of continuous service). Employees shall receive a pension benefit equal to their accrued benefit, but not less than 20% of their average monthly salary at time of disability.
- Employees who qualify for a Duty and Non-duty related disability will receive a pension benefit payable until his/her death or recovery. An employee may select to have this pension benefit paid under the "Joint & Equal" or "Joint & Half" optional forms of payment.
- Employees who have received a Duty or Non-duty related disability shall have periodic investigations and medical examinations, scheduled as deemed necessary by the Pension Board and the City. The City shall pay for all costs related to these screenings.
- For an employee member to qualify to serve and be elected to the Pension Board, he/she must have at least six (6) years of continuous credited service. Employee Board Members must attend two (2) pension-related seminars within the first year of election to the Pension Board. The Plan shall pay for all costs related to these seminars.
- A Retiree may change his/her survivor from one person to another at any time and have his/her pension benefit adjusted accordingly.
- When an employee who is vested dies before retirement, his/her designated beneficiary(ies) under the Fund shall have the option of receiving the member's contribution to the Fund plus 4% simple interest, or benefit payments until death equal to the benefit payments the deceased member would have received had he/she retired on the day of his/her death and selected a "Joint & Half" annuity option.
- Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.
- Employees may select one (1) single or multiple beneficiaries/survivors. In the case where multiple beneficiaries/survivors are selected, the age of the youngest beneficiary will be used in the calculation of benefits.
- For "normal retirement" benefits calculations, lump sum payments for unused leave will be counted in the employee's highest three years of salary (just like it is counted in the DROP calculations) prospectively.
- Disability pension and any worker's compensation benefit cannot exceed 100% of salary at time of retirement. The retiree will receive health care benefits for himself/herself and dependent coverage at no cost.

September 19, 2000  
Date

James E. Carnicella  
For the City

RALPH DIERCK *RED 3/16/02*  
For the Union



## LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is entered into between the CITY OF HOLLYWOOD (hereinafter, the "City"), and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME").

WHEREAS, the City's Strategic Plan for 2005-2008 includes a customer service initiative for computer kiosks to be strategically placed throughout the City; and

WHEREAS, these computer kiosks will provide employees access to apply for City vacancies on-line, the City Intranet, City Groupwise system and update personal information for benefits (when the applicable software is installed); and

WHEREAS, employees will be allowed access to computers in strategic locations for the above services during breaks;

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. The City will install the computer kiosks strategically throughout the City for employee usage.
2. The City reserves the right to remove the computer kiosks at any time and for any reason.
3. It is understood and agreed by all parties hereto that this Letter of Understanding is executed based upon the particular circumstances of this case, does not establish a precedent for the resolution of other cases.

### AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

Effective this 27<sup>th</sup> day of JANUARY, 2004

FOR THE CITY

FOR AFSCME

[Signature]  
Director  
Human Resources

12/27/04  
Date

[Signature]  
Ralph Dierks

1/27/05  
Date

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

BY:

[Signature]  
DANIEL L. ABBOTT  
CITY ATTORNEY

RED  
3/16/06

## LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is entered into between the CITY OF HOLLYWOOD (hereinafter, the "City"), and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME").

WHEREAS, the Office of Parking Services operates the City's parking garages; and

WHEREAS, during special events the Office of Parking Services has need for additional personnel to staff the pre-cashiering duties at these garages; and

WHEREAS, currently, only Cashiers work special events in the pre-cashiering duty;

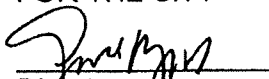
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and AFSCME intending to be legally bound, do hereby stipulate and agree as follows:

1. Cashiers will be called first for special event; however, should there be inadequate cashiers available, Parking Meter Technicians will be called for special events in order of seniority per the Collective Bargaining Agreement.
2. Parking Meter Technicians are authorized to work special events in a pre-cashiering capacity.
3. It is understood and agreed by all parties hereto that this Letter of Understanding is executed based upon the particular circumstances of this case, does not establish a precedent for the resolution of other cases.

### AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

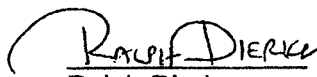
Effective this 27<sup>th</sup> day of JANUARY, 2005

FOR THE CITY

  
\_\_\_\_\_  
Director  
Human Resources


1/24/05  
Date

FOR AFSCME

  
\_\_\_\_\_  
Ralph Dierks

1/27/05  
Date

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

BY:   
\_\_\_\_\_  
DANIEL L. ABBOTT  
CITY ATTORNEY

RED  
3/16/06

## LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is entered into between the CITY OF HOLLYWOOD (hereinafter, the "City") and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME").

WHEREAS, as part of the City's vibrant summer recreation and beach safety program, regularly scheduled part-time employees, over the years, have been temporarily assigned seasonal assignments and have been paid assignment pay consistent with the rates of pay and terms and conditions of employment of employees receiving assignment pay under the CBA; and

WHEREAS, seasonal assignments are not positions that are otherwise covered by the collective bargaining agreement; and

WHEREAS, based on this long standing past practice, the parties' agree that Article 53, Section 1 of the Collective Bargaining Agreement ("CBA") requires interpretation and clarification as it relates to regularly scheduled part-time employees receiving Assignment Pay when temporarily assigned to a seasonal position; and

WHEREAS, it is in the best interest of all parties to continue to allow regularly scheduled part-time employees the opportunity to accept seasonal assignments with assignment pay, as described above (subject to the undisputed right to automatically return to their regular bargaining unit positions at the close of the season) while remaining members of the bargaining unit with entitlement to all other rates of pay, benefits and terms and conditions of employment which they would have received had they not accepted the seasonal opportunity.

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. Regularly scheduled part-time employees shall be eligible for seasonal assignments. They shall be paid assignment pay consistent with the rates of pay of full time employees receiving assignment pay under the CBA when working in the seasonal assignment.
2. With the exception of assignment pay as described in 1 above, regularly scheduled part-time employees who accept and work seasonal assignments shall be entitled to all rates of pay, benefits and terms and conditions of employment which they enjoyed as regularly scheduled part-time employees.
3. Regularly scheduled part-time employees who have accepted and worked seasonal assignments shall automatically return to their previous regularly scheduled part-time bargaining unit position assignments at the completion of the seasonal appointment.
4. It is understood and agreed by all parties hereto that this Letter of Understanding is executed based upon the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

Effective this 6th day of July, 2007

FOR THE CITY

Gail Reinhold  
Gail Reinhold, Director  
Human Resources  
and Risk Management

7/2/07  
Date

FOR AFSCME

Ralph Dierks 7/2/07  
Ralph Dierks Date

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

BY: Alan Fallik 7/6/07  
Alan Fallik Date  
INTERIM CITY ATTORNEY

Rep  
7/23/09

## LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is entered into between the CITY OF HOLLYWOOD ("City"), and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME").

WHEREAS, the City and AFSCME agree that when a part-time employee accepts a full-time position in a different job classification, the employee must terminate employment as a part-time employee and commence employment in the full time position as a new employee with compensation at the "A" step of the pay scale of the new job classification; and

WHEREAS, the parties agree to create an exception to the above when a part-time Ocean Lifeguard employee accepts a full-time position Marine Safety Officer position; and

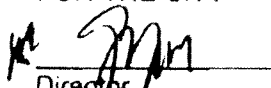
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the AFSCME intending to be legally bound, do hereby stipulate and agree as follows:

1. Effective May 1, 2008, part-time ocean lifeguards who accept full-time Marine Safety Officer positions will be treated as promoted under the terms of the parties' Collective Bargaining Agreement and shall receive a salary increase identical to all promoted employees under the parties' Collective Bargaining Agreement.
2. Part-time Ocean Lifeguards who accept full-time Marine Safety Officer positions shall maintain their vacation and holiday accruals earned as Part Time Lifeguards but shall not maintain their seniority. Their new seniority date shall be the first day of their employment as full time Marine Safety Officers and they shall earn employment benefits unless otherwise set forth herein as new employees hired after October 1, 2002.
3. In the event that a Part-time Ocean Lifeguard who accepts a full-time Marine Safety Officer position fails to satisfactorily complete probation for reasons of job performance as a Marine Safety Officer and /or fails to acquire the mandatory training/licenses which are a prerequisite to maintaining the position within a reasonable period of time after notice provided by the City, the promoted Part-time Ocean Lifeguard shall be offered his former Part-time Ocean Lifeguard position and shall be placed into the same pay step from which he was promoted. He shall also take with him and maintain all vacation and holiday accruals earned with the City and shall also be entitled to all employment benefits of Part-time employees to which he would have been entitled had he/she remained a Part-time Lifeguard pursuant to the parties' Collective Bargaining Agreement.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

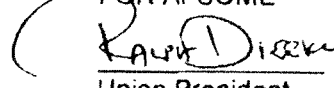
Effective this 1<sup>st</sup> day of MAY, 2008

FOR THE CITY

  
Director  
Human Resources

11/2/08  
Date

FOR AFSCME

  
Union President

11/7/08  
Date

2008 OCT 24 PM 12:52

HUMAN RESOURCES DIV.

RED  
7/22/09

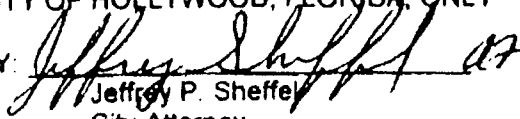
HUMAN RESOURCES  
AND  
RISK MGMT.

2008 NOV -6 PM 1:03

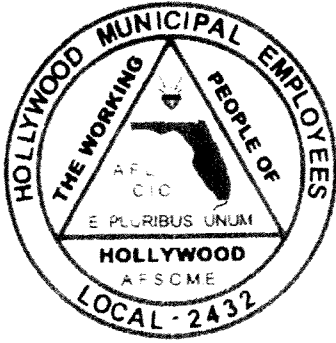
& Risk Management

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

BY:

  
Jeffrey P. Sheffer  
City Attorney

Red  
7/23/09



## HOLLYWOOD MUNICIPAL EMPLOYEES, LOCAL 2432

"THE WORKING PEOPLE OF HOLLYWOOD."

2415 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33020

TELEPHONE: 954-922-5119, FAX: 954-922-4252

E-MAIL: AFSCMELocal2432@bellsouth.net

July 6, 2009

Gail Reinfeld  
Director, Human Resources  
City of Hollywood  
P. O. Box 229045  
Hollywood, FL 33022-9045

Re: Letter of Understanding Regarding Creation of Public Utilities Rotator Job Title(s)

Dear Ms. Reinfeld:

This is to confirm the Agreement between the City of Hollywood ("Hollywood") and A.F.S.C.M.E. Local 2432 ("Local 2432" or "Union") regarding the creation of the Department of Public Utilities job titles/job descriptions of Plant Operator I – Rotator and Plant Operator I Trainee - Rotator.

1. The job titles/job descriptions of Department of Public Utilities Plant Operator I – Rotator and Plant Operator I Trainee – Rotator shall be created. Attached hereto are the agreed upon job descriptions of Plant Operator I – Rotator and Plant Operator I Trainee – Rotator. Changes to the job descriptions may be made only upon mutual agreement of the parties.
2. There shall be one Plant Operator I – Rotator in the Water Plant and one Plant Operator I – Rotator and one Plant Operator I Trainee – Rotator in the Wastewater Plant.
3. The job titles of Plant Operator I – Rotator and Plant Operator I Trainee – Rotator shall be included in the bargaining unit, PERC certification No. 151.

RP  
7/8/09

4. Plant Operator I – Rotator shall be placed at Pay Grade 24, 7.5 % higher than the Plant Operator I; and Plant Operator I Trainee – Rotator shall be placed at Pay Grade 22.
5. The positions of Plant Operator I – Rotator and Plant Operator I Trainee - Rotator shall be chosen by Civil Service closed promotional examination; and, then via Civil Service open competitive examination.

The City agrees to use its best efforts to fill the above referenced Rotator positions in both the Water and Wastewater Plants.

6. In the event that any of the Plant Operator I – Rotator or Plant Operator I Trainee – Rotator positions is or becomes vacant, the City shall first utilize a certified/licensed Water/ Wastewater employee who desires to fill the position as a Rotator in both the Water and Wastewater Plants dividing time in both Plants; and, second, the City may then utilize a Plant Operator I Trainee on a temporary basis until the vacancy can be permanently filled.
7. Plant Operators I shall be given future consideration to either Water or Wastewater upon achieving dual certification/license (both Water and Wastewater).
8. No employee shall be assigned by the City or compelled to accept/fill any Rotator position.
9. Plant Operator I Rotator and Plant Operator I Trainee Rotator shall be scheduled as follows:
  - a. All Rotators shall be assigned to a two week work schedule, the schedule to be received one week in advance of the commencement of the schedule.
  - b. No Rotator shall be scheduled to work and, pursuant to that schedule, will not work more than sixteen (16) hours in a twenty-four (24) hour period and not more than twenty-four (24) hours in a forty-eight (48) hour period.
  - c. All Rotators shall have two consecutive days off.
  - d. All Rotators who commence working a scheduled shift shall have the right to work that entire shift.

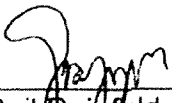
RED  
7/1/09

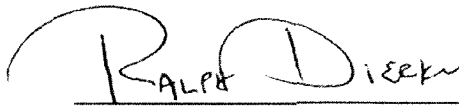
- e. This Letter of Understanding specifically regarding Rotators supersedes Article 14 Section 2 "Work Scheduling and Overtime" only insofar as it specifically pertains to the modification of the work schedules of Rotators.
- f. Article 14, Sec. 5 regarding "calling employees to work outside their normal work schedules" shall apply to employees in the Rotator positions only after the Rotator has worked forty (40) hours in the specified work week.
- g. Article 47 – Shift Differential shall not apply to employees in the Rotator positions.

10. This Letter of Understanding, in order to be effective, shall be ratified as part of the 2008-2011 Collective Bargaining Agreement.

Please affix your signature to the appropriate signature line indicating the City's agreement.

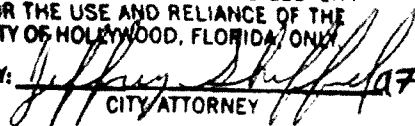
Sincerely,

  
\_\_\_\_\_  
Gail Reinfeld  
Director of Human Resources  
on behalf of the City of Hollywood

  
\_\_\_\_\_  
Ralph Dierks  
President Local 2432, AFSCME

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

BY:

  
\_\_\_\_\_  
CITY ATTORNEY

RED  
7/8/09



## PLANT OPERATOR I TRAINEE - ROTATOR

DEPT: Public Utilities

CODE:

PAYGRADE: 22

### CHARACTERISTICS OF THE CLASS

Under the supervision of a specified departmental supervisor, operates treatment facilities to control flow and processing of water/wastewater, sludge and effluent. The incumbent observes variations in operating conditions and interprets meter and gauge readings and tests results to determine processing requirements. Work is reviewed through observation and written reports for adherence to established policies and work progress.

### EXAMPLES OF ESSENTIAL FUNCTIONS

1. Works a flexible schedule, which may include a rotating shift based on the known vacation schedule and unanticipated call-outs based on sick leave usage of other employees.
2. Monitors, adjusts and records data from gauges, meters, control panel and equipment to ensure proper chemical treatment, pressures and flow rates of the water/wastewater system.
3. Maintains shift log and records meter and gauge readings.
4. Extracts samples and performs routine laboratory tests and analyses.
5. Inspect and clean, if necessary, mechanical equipment in a wastewater treatment plant.
6. Performs routine troubleshooting on process equipment.
7. Performs related work as required for this position description only.

### REQUIREMENTS

#### A. Training and Experience:

Water Treatment:

High school diploma or GED and the ability to obtain a Florida certification class "C" license at the first available opportunity.

*RED*  
*7/6/09*

Wastewater Treatment:

High school diploma or GED and the ability to obtain a Florida certification class "C" license at the first available opportunity.

Upon attainment of one (1) year experience and "C" license employee will automatically transition to Plant Operator I – Rotator Pay Grade 24.

**B. Knowledge, Abilities and Skill:**

Knowledge of basic water/wastewater treatment methods and procedures, sanitary characteristics of water/wastewater and chemicals used in the treatment process.

Knowledge of plant safety precautions.

Skill in the use of a variety of treatment plant equipment including pumps, measuring instruments, valves and laboratory equipment.

Ability to understand and follow oral and written instructions.

Ability to communicate effectively, orally and in writing.

Ability to gather and maintain complete and accurate records.

*Handwritten signature and date:*  
R. [Signature]  
7/6/09

## PLANT OPERATOR I - ROTATOR

DEPT: Public Utilities

CODE:

PAYGRADE: 24

### CHARACTERISTICS OF THE CLASS

Under the supervision of a specified departmental supervisor, operates treatment facilities to control flow and processing of water/wastewater, sludge and effluent. The incumbent observes variations in operating conditions and interprets meter and gauge readings and tests results to determine processing requirements. Work is reviewed through observation and written reports for adherence to established policies and work progress.

### EXAMPLES OF ESSENTIAL FUNCTIONS

1. Works a flexible schedule, which may include a rotating shift based on the known vacation schedule and unanticipated call-outs based on sick leave usage of other employees.
2. Monitors, adjusts and records data from gauges, meters, control panel and equipment to ensure proper chemical treatment, pressures and flow rates of the water/wastewater system.
3. Maintains shift log and records meter and gauge readings.
4. Extracts samples and performs routine laboratory tests and analyses.
5. Inspect and clean, if necessary, mechanical equipment in a wastewater treatment plant.
6. Performs routine troubleshooting on process equipment.
7. Performs related work as required for this position description only.

### REQUIREMENTS

#### A. Training and Experience:

Water Treatment:

High school diploma or GED, supplemented by one (1) year of experience in the field of water treatment or a related area, or an equivalent combination of training and experience. Must possess the ability to obtain a Florida certification class "C" license at the first available opportunity.

RED  
7/6/09

Wastewater Treatment:

High school diploma or GED, supplemented by one (1) year of experience in the field of wastewater treatment or a related area, or an equivalent combination of training and experience. Must possess the ability to obtain a Florida certification class "C" license at the first available opportunity.

**B. Knowledge, Abilities and Skill:**

Knowledge of basic water/wastewater treatment methods and procedures, sanitary characteristics of water/wastewater and chemicals used in the treatment process.

Knowledge of plant safety precautions.

Skill in the use of a variety of treatment plant equipment including pumps, measuring instruments, valves and laboratory equipment.

Ability to understand and follow oral and written instructions.

Ability to communicate effectively, orally and in writing.

Ability to gather and maintain complete and accurate records.

*Red*  
*7/6/09*

CITY OF HOLLYWOOD, FLORIDA  
INTEROFFICE MEMORANDUM  
Office of Human Resources

DATE: February 8, 1996  
TO: All Department/Office Directors  
FROM: Director, Office of Human Resources  
SUBJECT: Evaluation of Sick Leave Usage,  
AFSCME Bargaining Unit Employees

FILE: HRP-96-30

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**ISSUE:**

Evaluation of sick leave usage for AFSCME Bargaining Unit Employees.

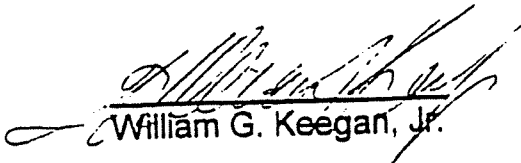
**EXPLANATION:**

During February's Labor/Management Committee meeting, the issue of evaluating the use of sick leave for AFSCME Bargaining Unit employees was raised by the Union. The major concern was with the apparent inconsistency of performance standards regarding the use of accrued sick leave. It was the consensus of the group, that if an employee does not exceed his/her annual sick leave accrual, the performance evaluation rating should not be rated as "unsatisfactory" or "needs improvement." Sick leave is a benefit provided to all general employees as stipulated in the AFSCME Bargaining Agreement and therefore, employees should not be penalized if the utilized time is within the yearly accrual limit.

It was further recommended that the use of sick leave be monitored on an incident by incident basis and noted on the employee evaluation form as needed.

**RECOMMENDATION:**

Please ensure that performance evaluations for General Bargaining Unit employees adhere to the guidelines affecting the use and accrual of sick leave as referenced above.

  
William G. Keegan, Jr.

cc: Pay & Classification Manager  
President, AFSCME Local 2432

Rec'd  
3/16/06

# **CITY of HOLLYWOOD, FLORIDA**

## **InterOffice Memo**

**To:** William Keegan, Director, Office of Human Resources  
**From:** Office of Parking Administration  
**Date:** November 7, 1998 **File:** PK-97-30  
**Subject:** Parking Enforcement via Bicycle

---

### **ISSUE:**

Bicycle parking enforcement.

### **EXPLANATION:**

Pursuant to our telephone conversation on November 7, 1998, this is to advise you that the policy of the Office of Parking Administration as it pertains to Enforcement Specialists enforcing on bicycles is as follows;

The utilization of bicycles by Enforcement Specialists is strictly on a voluntary basis.

I trust that this explanation meets the need of the Office of Human Resources and the AFSCME Union.

### **RECOMMENDATION:**

Respond as necessary.

  
\_\_\_\_\_  
Michael A Mazur  
Director

MAM/blc

c. Luke Lincoln, President, AFSCME Union

1998 NOV -7 PM 1:00

HUMAN RESOURCES DIV.

RED  
3/16/06

Susan

**CITY OF HOLLYWOOD, FLORIDA**  
**INTEROFFICE MEMORANDUM**  
Office of Human Resources  
Career Development and Training Division

**DATE:** August 2, 2001  
**TO:** Kenneth R. Fields, Assistant City Manager  
**VIA:** James E. Carnicella, Human Resources Director JEC  
**FROM:** Joseph Roglieri, Employment & Compensation Manager JR  
**SUBJECT:** Benefits for Full-Time Temporary Employees

**ISSUE:**

To clarify which benefits full-time temporary employees receive.

**EXPLANATION:**

Over the past six months, discussion has ensued regarding which benefits to provide newly hired full-time temporary employees of the City. Currently, newly hired full-time temporary employees contribute to the General Employees' Pension Fund upon hire but are not eligible to receive other benefits until after one year of full-time employment.

After re-evaluating the issue, it has been determined that it may be in the City's best interest to provide the same benefits to newly hired full-time temporary employees that regular full-time employees receive (i.e. holidays; vacation; sick leave; health and dental insurance; life insurance). It is our understanding that the costs of these benefits have been budgeted for these positions enabling the implementation of this change in policy.

The exception to this is employees hired for a term that is definitely less than ninety (90) days. Any employee hired for an anticipated duration of less than ninety (90) days will not receive any benefits.

**RECOMMENDATION:**

Effective from the date this agreement is signed, begin providing newly hired full-time temporary employees with the same benefits that newly hired regular full-time employees receive.

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

Kenneth R. Fields  
Assistant City Manager

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

8/7/01

C: Payroll Coordinator  
Human Resources Staff  
Full-time Temporary Employees

2001 AUG -2 AM 10:52

HUMAN RESOURCES DIV.

REC'D  
3/16/06



# 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](http://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:

  
CITY ATTORNEY

# ATTACHMENT I: ILLUSTRATIONS OF THE DESCRIBED "MOD OF INTEREST CALCULATION ON DROP ACCOUNTS"

Scenario 1 - Positive Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1			
Beginning Balance	Deposits	Earnings	
	\$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	\$14,209.64	\$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			
Beginning Balance	Deposits	Earnings	
	\$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%	(\$592.55)	
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			
Beginning Balance	Deposits	Earnings	
	\$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		

9

ATTACHMENT II: ILLUSTRATION OF METHOD OF INTEREST CALCULATION FOR MEMBERS WHO SEPARATE FROM EMPLOYMENT  
 Scenario 1 - Member who Separates from Employment  
 on May 19 with Positive Annual Earnings

FY2011 - Quarter 1		FY2011 - Quarter 1	
Beginning Balance	Deposits	Beginning Balance	Deposits
	\$10,000.00		\$10,000.00
1-Oct	\$1,000.00	1-Oct	\$1,000.00
1-Nov	\$1,000.00	1-Nov	\$1,000.00
1-Dec	\$1,000.00	1-Dec	\$1,000.00
Balance	\$13,000.00	Balance	\$13,000.00
Quarter 1	-6.5073%	Quarter 1	-6.5073%
Quarter 2		Quarter 2	
Beginning Balance	Deposits	Beginning Balance	Deposits
	\$12,219.13		\$12,219.13
1-Jan	\$1,000.00	1-Jan	\$1,000.00
1-Feb	\$1,000.00	1-Feb	\$1,000.00
1-Mar	\$1,000.00	1-Mar	\$1,000.00
Balance	\$15,219.13	Balance	\$15,219.13
Quarter 2	8.0819%	Quarter 2	8.0819%
Quarter 3		Quarter 3	
Beginning Balance	Deposits	Beginning Balance	Deposits
	\$16,368.31		\$15,514.89
1-Apr	\$1,000.00	1-Apr	\$1,000.00
1-May	\$612.90	1-May	\$612.90
Balance	\$17,981.21	Balance	\$17,127.79
4/1/2011-3/31/2012 ROR:	8.2315%	4/1/2011-3/31/2012 ROR:	-11.1146%
Ending Balance	\$18,168.79	Ending Balance	\$16,864.11
"Earnings"		"Earnings"	
Quarter 1	(\$780.87)	Quarter 1	(\$780.88)
Quarter 2	\$1,149.18	Quarter 2	\$295.76
Quarter 3	\$187.58	Quarter 3	(\$263.68)
Total FY2011	\$555.89	Total FY2011	(\$748.79)
Balance 9/30/10	\$10,000.00	Balance 9/30/10	\$10,000.00
DROP Deposits	\$7,612.90	DROP Deposits	\$7,612.90
Total "Earnings"	\$555.89	Total "Earnings"	\$0.00
Balance 5/19/2011	\$18,168.79	Balance 5/19/2011	\$17,612.90

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

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## 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.

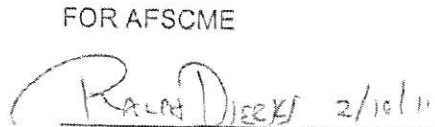
4. The Union shall withdraw the grievance in this case with prejudice.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

Effective this 10<sup>th</sup> 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:   
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	\$32.50
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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