

**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, 2013 ~~2008~~

through

September 30, 2014 ~~2012~~

**City's Proposal As Of 9/11/13**

~~The purpose of this document is to show the status quo terms of this Agreement based on the changes made (as highlighted in this document using the legislative format and related footnotes) through the following statutory impasse procedures and a subsequent Memorandum of Understanding:~~

~~Effective June 13, 2011, Based on FY2010-11 Financial Urgency~~

~~Effective October 1, 2011, based on FY2011-12 Financial Urgency~~

~~Effective September 19, 2012, Based on the Wage/Merit Pay Reopener~~

~~Effective November 7, 2012, Based on the Memorandum of Understanding~~

## **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 purposes 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, 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.

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**ATTACHMENT I ~~MOU EFFECTIVE 11/7/12(R-2012-338)~~**

**ATTACHMENT II ~~MOU EFFECTIVE OCTOBER 2010 (R-2010-307)~~**

<sup>1</sup>~~Imposed by City Commission via Resolution #R-2012-069 on 3/7/12, and previously implemented via Resolution #R-2011-156 on 6/13/11 (effective pay period ending 6/25/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

<sup>2</sup>~~Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

<sup>3</sup>~~Imposed by City Commission via Resolution #R-2012-297 on 9/19/12, effective 9/19/12, based on the contractual wage/crit pay reopener impasse, all pursuant to Chapter 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

<sup>4</sup>~~The holiday pay for the 6 Holidays eliminated through impasse in financial urgency were reinstated effective November 7, 2012, through the Memorandum of Understanding ratified by AFSCME and the City.~~

## ARTICLE 1 - RECOGNITION

Sec. 1: The City of Hollywood (hereafter "City" or "Employer") recognizes AFSCME Local 2432, AFL CIO, of the employees of the City of Hollywood, Florida (hereafter "Union"), City Employees Local 2432 of AFSCME, AFL-CIO as the sole and exclusive bargaining agent, with respect to wages, hours, pensions, and other conditions of employment, for all Employees in the bargaining unit, as per PERC Certification #151 granted by the Florida Public Employees Relations Commission, as clarified by UC-2000-19, 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 Collective Bargaining 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. [MOVED FROM PRIOR ART. 2 SEC. 1]

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 Collective Bargaining Agreement between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President. [MOVED FROM PRIOR ART. 3 SEC. 1]

Sec. 2: ~~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 P.E.R.C. as soon as practicable thereafter for agreed upon classifications.~~

~~Sec. 3: If a position's duties change substantially, which in the opinion of the City convert the position from a bargaining unit member to an employee 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. The City and the Union agree to request a Unit Clarification from P.E.R.C. as soon as practicable thereafter for classifications which the parties agree should be excluded from the Bargaining Unit. [STRICKEN SEC. 2 AND SEC. 3 ABOVE MOVED TO ART. 2, SEC.1 AND SEC. 2]~~

## ARTICLE 2 – ADDITIONAL CLASSIFICATIONS REPRESENTATION BY THE CITY

~~Sec. 1: 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 Collective Bargaining 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.~~

[STRICKEN SEC. 1 ABOVE MOVED TO ART. 1, SEC. 2]

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 P.E.R.C. 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 member to a position an employee 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 P.E.R.C. as soon as practicable thereafter for classifications which the parties agree should be included or excluded from the Bargaining Unit.

[SEC. 1 AND SEC. 2 ABOVE WERE MOVED HERE FROM PRIOR ART. 1, SEC. 2 AND SEC.3]



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

~~Sec. 1:~~ The City recognizes and shall deal with the appropriate Union Business Agent, International Representatives and any other Union members and/or attorneys, designated by the Union President, in those matters relating to collective bargaining and administration of the Collective Bargaining Agreement between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President. [MOVED to ART.1 SEC. 3]

Sec. 1.2: The City employer shall furnish each new employee with an electronic (pdf) copy of this Agreement which includes an Authorization for Dues Payroll Deduction form (see 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, sex, handicap/disability, marital status, sexual orientation or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

~~Sec. 1: The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this Agreement shall be applied to all Employees covered by it and that the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employee's skill and ability without regard to religion, disability, marital status, political affiliation, race, color, creed, national origin, sex or age. Employees shall be treated in a respectful manner.~~

~~Sec. 2: Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining, to express and communicate any view, grievance, complaint, or opinion, within the bounds of good taste, relative to the conditions or compensation of public employment or its betterment, all free of restraint, coercion, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his/her holding office or not~~

~~holding office in the Union. This provision shall be applied to all Employees by the Employer and the Union.~~

~~Sec. 3: Hollywood, Florida, City Employees Local 2432, American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and may represent non-members of the Union in the grievance 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 ~~Public~~ 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 ~~Public~~ 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 ~~any~~ this collective bargaining agreement ~~in force~~ or any civil or ~~career~~ 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 City will remit to the Union Treasurer such sums within fifteen (15) days, 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:** The City shall provide the Union, on a quarterly basis, a list of all employees in the Bargaining Unit represented by the Union. This list shall contain the employee's name, telephone number, complete address, department where employed 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 to attend any and all meetings held by the City Commission and meetings with the City Administrators that relate to joint City and Union business. On all such occasions the Union President and/or representative shall give notice of any such meeting to their supervisor. 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:** Stewards or Alternate Stewards may investigate and discuss grievances and contract questions or complaints during working hours in their respective areas; provided, however, they first receive permission of the Division Head or, in his absence, his designee. Provided, further, that such permission shall not be unreasonably denied. The Union shall not make an unreasonable number of requests.

**Sec. 2:** Chief Stewards may investigate and discuss grievances and contract questions or complaints during working hours at any work location in the City; provided, however, they first receive permission of the division head or in his absence his 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, a Steward or an Alternate Steward may process grievances in accordance with provisions of Article 29 - Grievance Procedure. However, only one representative of the Union (Chief Steward, Steward or Alternate 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 or the Alternate Steward may participate in grievance processing during the Steward's working hours.



## ARTICLE 10 - WAGES

Sec. 1: The Wage schedule contained in Appendix B - Tier A shall apply to all employees hired prior to July 15, 2009.

Sec. 2: The wage schedule effective October 1, 2000 (*Appendix B – Tier A*) shall contain a differential of 2½% between each pay grade. The 2½% differential shall be maintained for the duration of this agreement. Each pay grade shall contain a minimum of ten (10) steps with a differential of 2½% between each step.

Sec 3: The parties agree to create a second wage schedule that is contained in Appendix B – Tier B, which shall be applicable solely to employees hired on or after July 15, 2009. The wage schedule shall contain a differential of 2 1/2% between each pay grade. The 2 1/2% differential shall be maintained for the duration of the agreement. Each pay grade shall contain 18 steps with a differential of 2 1/2% between each step.

Sec. 4: The wage schedule for all bargaining unit employees, as described below, shall be increased in the first full pay period after the following dates: as follows:

October 1, 2013: 2.5% for all bargaining unit employees.

April 1, 2014: 3.0% for only those Unit employees/positions who are paid from the City's General Fund and/or other funds, but not for the those employees in positions paid from the City's Enterprise Funds (Water and Sewer Utility, Stormwater Utility, Parking and Sanitation Funds).

~~October 1, 2008 — 0%~~

~~October 1, 2009 — 2.5%~~

~~— The October 1, 2010 wage schedule increase was suspended for all employees as set forth in the Memorandum of Understanding executed by the parties in October, 2010 (the “2010 MOU”). To address the financial urgency declared on May 18, 2011 for FY 2011, effective June 13, 2011, the wage schedule was reduced by seven and one-half percent (7.5%) for only those unit employees who are paid out of the City's~~

~~General Fund and/or other funds, with the exception of the Water and Sewer Utility, Stormwater Utility, Parking, and Sanitation funds (“Enterprise Funds”).<sup>4,2,3</sup>~~

~~——— To address the financial urgency in the City’s General Fund Budget for FY 2012, the wage increases that were suspended via the 2010 MOU from October 1, 2010, were eliminated effective October 1, 2011, for all unit employees except those employees in Enterprise Fund positions; and the seven and one-half percent (7.5%) wage schedule reduction implemented to address the financial urgency for FY2011 was continued for all unit employees except those employees in Enterprise Fund positions.<sup>2</sup> Through the wage/merit pay reopener in the 2010 MOU, and the related impasse proceedings under Chapter 447, Florida Statutes, the 2.5% wage increase paid on October 1, 2011 was eliminated for all employees including the employees in the Enterprise Fund, and the wages for those Enterprise Fund employees who received the 2.5% wage increase on October 1, 2011 were prospectively decreased by 2.5%, effective September 19, 2012.<sup>3</sup>~~

Sec. 5: By written notice sent by April 1, 2014, either party may advise the other party of its intent to reopen Article 10 Wages, and based on such written notice negotiations shall commence within thirty (30) days to discuss possible wage increases.

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<sup>4</sup> Imposed by City Commission via Resolution #R-2012-069 on 3/7/12, and previously implemented via Resolution #R-2011-156 on 6/13/11 (effective pay period ending 6/25/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

<sup>2</sup> Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

<sup>3</sup> Imposed by City Commission via Resolution #R-2012-297 on 9/19/12, effective 9/19/12, based on the contractual

~~wage/erit pay reopener impasse, all pursuant to Chapter 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

## 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 a two (2) pay step increase in salary 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 two (2) pay step above the employee's current straight time rate, or the minimum salary range, for the position filled, whichever is higher. Temporary assignments that continue for more than ninety (90) days will be evaluated by the City and the Union. The continuation of assignment will be by mutual consent. See also Letter of Understanding dated July 25, 2000 which is incorporated into this Article.

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 minimum of the salary range or a two (2) pay step above the employee's current straight time rate, or the minimum 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: A vacant position within a Civil Service classification that has been staffed by assignment for ninety (90) days will be evaluated to determine if the position should be filled on a permanent basis. In no circumstance shall the vacant position revert back to the assignment pay status unless by mutual agreement between the City and the Union.

Sec. 4: Provided, however, that this Article shall not apply to time periods of less than forty (40) ~~four (4)~~ hours.

## **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 two (2) pay steps above their base hourly rate. 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: Plant Operator I, Plant Operator II, and Utility Shift Supervisor will continue to receive a two (2) pay step differential above their base rate of pay upon attainment of their State of Florida, Department of Environmental Protection, Water or Wastewater Treatment Plant Operator Certification (Class C license). Plant Operator I – Rotator will also receive this certification pay upon attainment of the Certification.

Sec. 2: Any certified Plant Operator I, Plant Operator I – Rotator, Plant Operator II, or Utility Shift Supervisor who attains a State of Florida, Department of Environmental Protection, Water or Wastewater Treatment Plant Operator Certification Class B license will receive an added one step (2 1/2%) differential over the Class C entitlement.

Sec. 3: Any certified Plant Operator I, Plant Operator I – Rotator, Plant Operator II, or Utility Shift Supervisor who attains a State of Florida, Department of Environmental Protection, Water or Wastewater Treatment Plant Operator Certification Class A license will receive an added one step (2 1/2%) differential over the Class B entitlement (for a total two (2) steps over the Class C entitlement).

Sec. 4: Utility Operations Supervisors, Senior Utilities Field Technicians and Utilities Field Technicians shall receive a one (1) step pay (2.5%) differential above their 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 base pay rate. “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 base pay rate. “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. 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 base pay rate. “A” and/or “B” certification incentives shall be specific to the Utility Operations Supervisor (“B” also to S.U.F.T.) 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 will reimburse the individual for the required license fees for the initial testing and renewals. For the purpose of testing/practicing a City vehicle will be provided upon approval of the Department Head.

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.

## **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) 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 straight time, 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 the time and one-half rate 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, ~~the Union~~ 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 granted 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. 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 be compensated at the appropriate rate of pay in lieu of paid time off.

Sec. 9: Time-and-one-half (1-1/2) the employee's regular rate of pay 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 straight time.

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 47 – Shift Differential shall not apply to employees in the Rotator positions. [From LOU dated July 6, 2009]

~~The parties have set forth the pay and other terms and conditions applicable to the "rotator" positions in the Public Utilities Department in a Letter of Understanding, which is attached to this Agreement.~~

Sec. 13: Employees in the Public Works department may be assigned, at the discretion of the Department Director (or designee) to standby duty. Standby compensation shall be paid and administered pursuant to the following terms:

- (1) Standby duty shall be assigned to no more than one employee at a time in each of the Divisions for a period of fourteen (14) calendar days. The City will assign employees to standby duty pursuant to department needs.
- (2) An employee assigned to standby duty by the City will be given standby pay of \$10.00 per day.
- (3) An employee who has been paid "standby pay" will be entitled to keep that stand-by pay even if the employee is actually called out during the standby assignment.

- (4) Every employee on standby status, when called, will contact their supervisor telephonically within fifteen (15) minutes and arrive at the work site fit-for-duty within one (1) hour after being notified to report.
- (5) The City will allocate to each employee assigned to standby duty a cellular phone during their standby duty assignment.
- (6) If an employee assigned to standby duty fails to report to work within the stated guidelines when summoned, that employee shall:
  - a. Forfeit any entitlement to on-call/standby pay for the period of fourteen (14) days; and
  - b. May be subject to possible disciplinary action, depending on the reason/excuse given by the employee.

## **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) There will be no probationary period for the voluntarily demoting/laterally transferring employee in the new lower paid/lateral position.

(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: Effective on the later of October 1, 2013, or the ratification date of this Agreement, persons employed by the City in a Civil Service position shall serve a ~~six (6)~~ twelve (12) month probationary period (“Original Probationary Period”) following their initial appointment. Employees hired prior to the ratification date of this Agreement shall continue to serve a six (6) month initial probationary period. 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. ~~To address the financial urgency in the City’s General Fund Budget, effective October 1, 2011, all merit pay increases were eliminated for all bargaining unit employees except those employees in Enterprise Fund positions. Through the wage/merit pay re-opener negotiations provided in the 2010 MOU, and the related impasse proceedings under Chapter 447, Florida Statutes, merit pay was eliminated prospectively for all employees including those in Enterprise Fund positions, and the 2.5% merit pay that was paid to the employees in Enterprise Fund positions during FY 2012 (between October 1, 2011 and September 30, 2012) was also prospectively eliminated, and the pay for the employees in those Enterprise Fund positions who received a merit pay increase during FY 2012 will be reduced prospectively by 2.5%, effective September 19, 2012. Employees hired on or after July 15, 2009, who are~~ “Satisfactory” will receive a regular appointment to their position. Upon the completion of one year of employment with the City, the employee will be reviewed and rated according to one of two categories above.<sup>2,3</sup>

Sec. 2: The probationary period for part-time employees shall be 2080 ~~4040~~ hours.

Sec. 3: 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 five percent (5%) ~~two pay steps~~ 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 he/she is “Unsatisfactory” or “Satisfactory.” “Unsatisfactory” employees shall be returned to their previous position or classification, whichever is first available. “Satisfactory” employees will continue on in their new position with a regular appointment. There shall be no additional ~~merit~~ pay increases at this time. 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 not change the annual salary review date of the employee.

Sec. 4: Full-time employees shall be evaluated twelve (12) months ~~(or eighteen months (18) for employees hired on or after July 15, 2009)~~ from the completion of the employee's “Original Probation Period,” and annually thereafter, ~~the full-time Civil Service employee shall be evaluated.~~

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.<sup>2,3</sup>

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: ~~Effective October 1, 2003, the City and the Union~~ The parties agree to continue ~~begin~~ using an ~~the~~ Performance Now appraisal system for all bargaining unit members. ~~Attached hereto and made a part of this contract is the Performance Now~~

~~appraisal system and appraisal form. Neither~~ However, the parties also agree that the appraisal system and/or ~~nef~~ the appraisal form may be modified ~~except~~ by the mutual consent, in writing, of the City and the Union.

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: Regular part-time employees shall be evaluated after completion of the original probationary period of 2080 ~~1040~~ hours using the same methodology as defined in Section (4) and (5) above.

Sec. 12: 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.

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<sup>2</sup>~~Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

<sup>3</sup>~~Imposed by City Commission via Resolution #R-2012-297 on 9/19/12, effective 9/19/12, based on the contractual wage/crit pay reopener impasse, all pursuant to Chapter 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

## 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, as amended ~~through financial urgency by City Ordinance No. O-2011-25 and Resolution No. R-2011-25.~~ Except as provided for in Sections 2, 3, 4, 5 and 6 below, 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 Pension Plan Ordinance shall be amended upon the ratification date of this Agreement, so that from that date forward all of the amendments made to the Pension Plan via City Ordinance No. O-2011-25, shall be made applicable to all employees in positions paid from the City's Enterprise Funds (Water and Sewer Utility, Stormwater Utility, Parking and Sanitation Funds) so that from that date forward all employees in the bargaining unit shall have the same pension benefits currently provided to all other bargaining unit employees in positions paid from the City's General Fund and/or any other funds.

Sec. 3: \_\_\_\_\_

(a) The Pension Plan Ordinance shall be amended upon the ratification date of this Agreement, so that from that date forward all City employees who retire after that date shall thereafter have a pension multiplier of 2.5% for all service accrued after that date.

(b) In addition, the Pension Plan Ordinance shall be amended upon the ratification date of this Agreement, so that currently employed City employees in positions paid from the City's General Fund and/or other funds (not including those employees in Enterprise Fund positions), the pension multiplier shall be increased retroactively from 2.0% to 2.5% for service accrued from October 1, 2011 forward.

Sec. 4: The Pension Plan Ordinance shall be amended upon the ratification date of this Agreement, to include a new optional form of pension benefit for employees who retire after that date that will provide eligible employees with a partial lump sum distribution of the employee's earned pension benefit. Under this partial lump sum benefit, an employee who retires upon reaching his/her normal retirement eligibility after the

effective date of this benefit may elect to receive part of his/her pension benefit as a lump sum payment (up to a maximum of five (5) years) and part as a pension annuity benefit. The actuarial assumptions used to determine the partial lump sum amount shall be identical to those assumptions used for the funding of there shall be no actuarial gains or losses generated for this optional form of pension benefit.

Sec. 5: Section 33.030 of the Pension Plan Ordinance shall be amended, upon the ratification date of this Agreement, so that upon retirement the limitation in Section 415(b) of the IRS Code will not be reduced to account for the value of the cost-of-living-adjustment provided in Section 33.025(J) of the Plan. In determining the annual update to the Section 415(b) limitation after retirement, the cost of living adjustment provided in section 33.025(J) shall not operate to increase the limitation on benefits contained in Section 415(b)(1) of the Internal Revenue Code, and in no event will the amount payable to a member in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and related regulations.

Sec. 6: The Pension Plan Ordinance shall be amended upon the ratification date of this Agreement, so that the DROP account benefit of any City employee who was previously a member of the General Employees Pension Plan and who later moved to a Police Officer position and became a member of the Police Pension Plan and thereafter entered DROP in the Police Pension Plan, any DROP benefit being held for that employee in the General Plan may be moved from the General Pension Plan into the Police Pension Plan.

Sec. 7 2:

- (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.83: 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 ~~not~~ 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 not eligible for performance bonuses as set forth in Article 17, Section 13.
- (e) DROP participants are ~~not~~ 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.
- (f) DROP participants will be considered as retirees with regard to medical, dental and life insurance contributions.
- (g) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

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

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 four hundred (400) hours of sick leave as of October 1st of any Fiscal Year, he or she shall have the option of converting the next forty (40) hours of accrued sick leave days to vacation days. Requests to convert the next forty (40) hours of sick leave to vacation leave must be made to the employee's 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. Effective on the later of October 1, 2013 or the ratification date of this Agreement, during the month of October each fiscal year an employee shall have the option of converting a maximum of five (5) ~~three (3)~~ days of accrued sick leave days to personal leave.

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

D. In order to qualify for Personal Leave pay, employees must submit a request for approval to notify their supervisor as soon as practicable, but not less than forty-eight

~~(48) twenty-four (24)~~ hours prior to the use of the Personal Leave. The minimum forty-eight (48) hour Notification requirement may shall 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 their final hourly rate of pay and "Existing Hours".

Sec. 5: On or after October 1, 1994, employees who terminate their employment with the City for any reason whatsoever, ~~or enter the "DROP" Plan,~~ 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 rate of pay in effect on their date of separation, and a payment percentage relating to the number of full years of credited service with the City, provided however, that the maximum number of hours that shall be paid shall not exceed 960 hours of accrued sick leave (e.g., 1200 hours x 80% = 960 hours; and 1250 hours x 80% = 1000 hours, which shall be capped for payout at 960 hour). 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, but less than twenty (20) full years of credited service	70%
<u>Twenty (20) or more years of credited service</u>	<u>80%</u>



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, and dependent mother-in-law or father-in-law.

Employees absent from duty for a period of over three (3) consecutive working days due to illness or injury may be required to submit a letter from their physician prior to their return, approving resumption of duties. The letter should be sent to the attention of the Privacy Officer in the Office of Human Resources and Risk Management. Those employees whom a Department Head has identified as abusing sick leave may be required to submit physician statements on a more frequent basis. [From LOU dated April 2, 2004]

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

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 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 wages 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 Collective Bargaining 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 Risk Manager 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
- (f) Copy Center

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

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

determined by the City and/or Union to meet the above criteria for cleaning services covered 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; I.D 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 for asphalt, Beach Maintenance employees and Sanitation crew employees 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 Risk Manager wherever needed without regard to the Collective Bargaining Agreement.

**ARTICLE 24- LIFE AND HEALTH GROUP BENEFITS PLAN**

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

- (a) Effective on the later of October 1, 2013, or the ratification date of this Agreement, the contribution for active employees electing health coverage shall be as follows:

For all employees hired prior to October 1, 2002

~~Beginning October 1, 2008:~~

~~Employee coverage = \$40.00 bi-weekly~~

~~Employee +1 Dependent coverage = \$65.00 bi-weekly~~

~~Employee + Family coverage = \$75.00 bi-weekly~~

~~Beginning October 1, 2009:~~

~~Employee coverage = \$45.00 bi-weekly~~

~~Employee +1 Dependent coverage = \$70.00 bi-weekly~~

~~Employee + Family coverage = \$80.00 bi-weekly~~

~~Beginning October 1, 2010:~~

i. Employee coverage = ~~\$50.00~~ \$55.00 bi-weekly

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

iii. Employee + Family coverage = \$85.00 bi-weekly

- (b) Effective on the later of October 1, 2013, or the ratification date of this Agreement, ~~2011, through financial urgency,~~ the required employee co-pays for Enterprise Fund positions shall be increased to the amount paid by all other bargaining unit members (so all unit employees shall have the same co-pays). ~~were increased from \$20.00 to \$40.00 for all unit employees, except those employees in Enterprise Fund positions.~~<sup>2</sup>

- (c) Effective on the later of October 1, 2013, or the ratification date of this Agreement, all employees hired after October 1, 2002 shall pay the same as

current employees for Employee coverage and shall pay the following amounts for dependent coverages: 50% of the cost for Dependent care coverage, if elected.<sup>2</sup>

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

Sec 2: Effective upon the ratification date of the 2013-2014 Agreement, the City shall create a Flexible Spending Account (FSA) for each employee, with the following amounts made available to each employee each calendar year thereafter, which will be based on the number of dependents the employee has on the City's health plan in January: \$200 for single coverage; \$300 for single plus one dependent; and \$500 for single plus two or more dependents. Employees who are not covered by City health insurance shall have access only to the single coverage amount (\$200) in an FSA. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved unreimbursed medical expenses, with unused amounts being returned to the health fund for use in funding FSA accounts the next year. The FSAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations.

Sec.3 2: 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. Effective on the later of October 1, 2014 2013 or the ratification date of this Agreement, through financial urgency, the vision and hearing program benefits shall be were eliminated for all unit employees. except those employees in Enterprise Fund positions.<sup>2</sup>



Sec. 4 3:

(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. The retiree shall have the right to continue their dental coverage upon retirement provided they pay the designated premium. A surviving spouse shall have the right to continue the health and dental coverage provided he/she pays the designated premium for such coverage.

(c) Employees who were hired on or after July 15, 2009, who retire from active service with the City with ten (10) or more years of credited service in the Pension Plan and are age 60 or older, or are age 57 with at least twenty-five (25) years of credited service, or who have thirty (30) years of credited service regardless of age, will have the option of continuing under the City's health insurance plan. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents. Additionally, such employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.

(d) 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. Employees 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 or non-duty related 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 4: 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. ~~There shall be no optional dependent life insurance coverage provided.~~ 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 5: All regularly scheduled part-time employees who have worked more than 1,500 hours in the prior fiscal year shall be eligible for the City's health insurance coverage. The City shall pay one-half the premium of the coverage selected. The employee shall be responsible for one-half the appropriate premium.~~[MOVED TO ARTICLE 53 – PART-TIME EMPLOYEES]

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<sup>2</sup>~~Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

## **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 thirty-five (\$35) annually to full-time Marine Safety Officers, and Lieutenants for the acquisition of

sunglasses. 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 the employee 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.

Employees Covered:

~~\_\_\_\_\_ Beach Safety Division:~~

~~\_\_\_\_\_ Marine Safety Officers & Lieutenants~~  
~~\_\_\_\_\_ Lifeguards~~

~~\_\_\_\_\_ Police Department:~~

~~\_\_\_\_\_ I.D. Technician I~~  
~~\_\_\_\_\_ I.D. Technician II~~  
~~\_\_\_\_\_ I.D. Technician III~~  
~~\_\_\_\_\_ Community Service Officers~~

~~\_\_\_\_\_ Wastewater Treatment Plant:~~

~~\_\_\_\_\_ Welder~~  
~~\_\_\_\_\_ Painter~~  
~~\_\_\_\_\_ Utility Laborer~~  
~~\_\_\_\_\_ Utility Maintenance Helper~~  
~~\_\_\_\_\_ Chief Utility Mechanic~~  
~~\_\_\_\_\_ Shift Operator Trainee~~  
~~\_\_\_\_\_ Shift Operator I and II~~  
~~\_\_\_\_\_ Shift Supervisor~~  
~~\_\_\_\_\_ Compliance Technician II~~  
~~\_\_\_\_\_ Regulatory Compliance Officer II~~  
~~\_\_\_\_\_ Mechanic II~~  
~~\_\_\_\_\_ Mechanic I~~  
~~\_\_\_\_\_ Lab Technician~~

~~\_\_\_\_\_ Lab Technician II~~

~~\_\_\_\_\_ Sanitation Division:~~

~~\_\_\_\_\_ Packer Operator~~

~~\_\_\_\_\_ Sanitation Refuse Collector~~

~~\_\_\_\_\_ Sewer Collection Division:~~

~~\_\_\_\_\_ Heavy Equipment Operator~~

~~\_\_\_\_\_ Utility Locator/Inspector~~

~~\_\_\_\_\_ Chief Utility Mechanic~~

~~\_\_\_\_\_ Mechanic II~~

~~\_\_\_\_\_ Mechanic I~~

~~\_\_\_\_\_ Utility Service Worker II~~

~~\_\_\_\_\_ Utility Service Worker I~~

~~\_\_\_\_\_ Utility Service Worker III~~

~~\_\_\_\_\_ Public Works:~~

~~\_\_\_\_\_ Plumber I and II~~

~~\_\_\_\_\_ Water Distribution Division:~~

~~\_\_\_\_\_ Heavy Equipment Operator~~

~~\_\_\_\_\_ Utility Locator/Inspector~~

~~\_\_\_\_\_ Chief Utility Mechanic~~

~~\_\_\_\_\_ Utility Service Worker II~~

~~\_\_\_\_\_ Utility Service Worker I~~

~~\_\_\_\_\_ Utility Service Worker III~~

~~\_\_\_\_\_ Meter Technician I and II~~

~~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 be potentially at risk, shall be entitled to receive the immunizations as provided herein, with agreement of the City.~~

## 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.

## **ARTICLE 27- UNION BULLETIN BOARDS**

Sec. 1: The Employer will make available to the Union a minimum of forty (40) ~~twenty (20)~~ 2' x 2' Bulletin Boards 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.



## 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, provided the employee retained must be immediately qualified to perform the work necessary to be accomplished or have the ability to be trained to perform all the essential tasks of the job within ninety (90) days of appointment. Any employee affected by any reduction in force shall have the right to displace an employee with less seniority in any equal or lower rated classification covered by this Agreement, provided the employee is qualified to perform the necessary services to be performed in that classification, as stated above. 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. 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. 2 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 thirty (30) day ~~three (3) week~~ notice of lay-off, or, in lieu of notice, thirty (30) days ~~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. 3: An employee may elect to take a lower rated classification pursuant to the provisions of this Article, however, at no time will the employee be compensated higher than the maximum pay within the pay range for the new classification.

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 paygrade, will have up to two (2) ~~four~~ opportunities to be rehired to a class title with a lower paygrade for a position for which the employee is reasonably qualified. If there is more than one position available, the employee shall be given the option of choosing the one equal to or closest to his/her former pay grade. If both ~~all-four~~ opportunities are declined, the employee shall have no further right to recall to a class title with a lower paygrade.

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

Sec. 7: Employees refusing recall to their originally held class title and paygrade lose all recall rights.

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 twelve (12) 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 the 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.

## 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 collective bargaining agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

(b) The Union may exercise its right not to process a grievance of a non union member, and any such employee may elect to process a grievance on his/her own. Additionally, any employee may elect to process a grievance over disciplinary actions without Union assistance. ~~Any employee whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his grievance on his own.~~ In such case, the Union will notify the member and the City and upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union including dates of any hearings. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of this Collective Bargaining Agreement.

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 Union shall present in writing 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) within not later than 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, ~~with a copy to the aggrieved employee(s)~~ 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, is not satisfied with the decision rendered at Step 2, the Union, or the aggrieved employee if the Union is not processing the 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. 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. 4: 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 2 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 be considered a denial of the grievance and the aggrieved party may proceed automatically to the next step of the grievance procedure. ~~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.

~~(k) The parties understand that, failure to discuss and process grievances in good faith is a violation of 447.501(1) and (f).~~

**OF ABSENCE WITHOUT PAY**

**Sec. 1: FAMILY MEDICAL LEAVE ACT (FMLA)**

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

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), parent, or child with a serious health condition (as defined by the FMLA);
4. serious health condition that makes the employee unable to perform the functions of the employee's job;
5. exigency related to active duty military service by the employee's immediate family member
6. up to twenty six (26) weeks of leave may be taken to care for a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces and who is undergoing medical treatment or who is medically unfit to perform military duties due to an injury or illness incurred while on active duty.

C. Procedure

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

~~Sec. 1: An employee who incurs a temporary medically disabling condition, not attributable to work, may, upon written request, be granted an unpaid leave of absence. The initial period of absence shall not exceed four (4) months. Upon further written request, the Department Head may extend such leave up to an additional eight (8) months. The total combined leave of absence 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. In the case of a leave of absence of four (4) months or less, the employee shall be entitled to return to the same position (work station, department, section or unit) as previously occupied.~~

~~—— Sec. 2: The temporary disability of pregnancy shall be treated in the same manner as any other temporary medical disability. The term "pregnancy" as used in this article shall refer to the actual period of gestation together with such post-partum leave, including time for lactating mothers, as the employee's treating physician shall determine.~~

~~—— Sec. 3: The length of time that the employee is on an approved disability leave of absence may not be charged to any accrued paid leaves.~~

~~—— Sec. 4: During said leave, the employee shall not accrue vacation or sick leave or be entitled to any other benefits of employment other than health and life insurance as set forth in Article 24. Employee's sick and vacation leave balances earned and unused at the start of the disability leave shall remain frozen, to be resumed upon the employee's return to duty. Additionally, seniority will continue to accrue as if the employee remained in full duty status.~~

~~—— Sec. 5: An employee who incurs such a temporary medically disabling condition during a probationary period and is granted an unpaid leave of absence as indicated above, shall have his/her probation suspended at that point. Upon the employee's return to work, the probationary period shall be resumed so that the appropriate total of six (6) months is spent in a probationary status.~~

~~—— Sec. 6: Upon the birth or adoption of a child, the male employee may request and shall be granted an unpaid leave of absence for one (1) week (40 hours). Employees shall have the right to use accrued vacation leave for this time off. This section shall apply to a female employee only in the case of adoption.~~

~~—— Sec. 7: In the case of a leave of absence of more than four (4) months, the employee shall be entitled to return to the same classification as existed prior to the leave of absence without loss of seniority or other status. The City reserves the right to place the employee at a different workstation, different department, different section, or different unit, than previously occupied.~~

## **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<sup>\*\*2\*\*\*4</sup>
  - George Washington's Birthday (President's Day) <sup>\*\*2\*\*\*4</sup>
  - Memorial Day<sup>\*\*2\*\*\*4</sup>
  - Fourth of July (Independence Day) <sup>\*1 \*\*2 \*\*\*4</sup>
  - Labor Day <sup>\*1</sup>
  - Veteran's Day<sup>\*\*2\*\*\*4</sup>
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Eve <sup>\*\*2\*\*\*4</sup>

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.

~~\* To address the financial urgency declared on May 18, 2011, for FY 2011, effective June 13, 2011, the holiday pay for July 4<sup>th</sup> and for Labor Day holidays in 2011 were eliminated for only those unit employees who are paid out of the City's General Fund and/or other funds, with the exception of the Water and Sewer Utility, Stormwater Utility, Parking, and Sanitation funds (Enterprise Funds).~~

~~\*\* To address the financial urgency in the City's General Fund Budget, declared on May 18, 2011, for FY 2012, effective October 1, 2011, the holiday pay for six Holidays (Veterans' Day, New Year's Eve, Martin Luther King, Jr's Birthday, George Washington's Birthday (Presidents Day), Memorial Day and Fourth of July) were eliminated for all unit employees except those employees in Enterprise Fund positions.<sup>1,2</sup>~~

Sec. 2: All employees whose work week is comprised of four ten (10) hour shifts, and who work on the Holiday, shall receive ten (10) hours of Holiday pay. Personnel 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. 3: 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 contract year.

Sec. 4: 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.

~~Sec. 5: Effective October 1, 1999, all regularly scheduled part-time employees who have worked more than 1,500 hours in the prior fiscal year shall be eligible for five (5) holidays plus the employee's birthday.~~ [MOVED TO ARTICLE 53 – PART-TIME EMPLOYEES]

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<sup>1</sup>-Imposed by City Commission via Resolution #R-2012-069 on 3/7/12, and previously implemented via Resolution #R-2011-156 on 6/13/11 (effective pay period ending 6/25/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

<sup>2</sup>-Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

<sup>4</sup>The holiday pay for the 6 Holidays eliminated through impasse in financial urgency were reinstated effective November 7, 2012, through the Memorandum of Understanding ratified by AFSCME and the City.



### **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.



## 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 ~~step-children~~ 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

Sec. 1: Any employee, including regularly scheduled part-time employees who have worked fifteen hundred (1,500) hours in the previous fiscal year, lawfully summoned for Jury Duty shall present the summons to his/her supervisor on the first work day following receipt of same. The supervisor shall note the dates of reporting and shall schedule the employee for official jury leave for the period concerned.

Sec. 2: Upon reporting to the Courts for said Jury Duty, the employee will present a form to the Court Clerk for recording his attendance; the necessary form is to be obtained by the supervisor for the employee from the Office of Human Resources in advance of reporting. The Court Clerk will return the completed form to the Office of Human Resources. The form will include tear-off receipts to show it has been received by the Court.

Sec. 3: The employee shall be paid his/her regular day's wage for each day served on Jury Duty, as for a normally scheduled workday. If the employee is excused in advance by the Court, for any full day during the service period, he/she shall report for his/her normal workday to perform his/her regular and usual duties. The employee shall sign over to the City all fees received from the Court for his/her jury service less any amounts paid as mileage or meal allowances. Payment of regular salary for Jury Duty service shall not exceed fifteen (15) days in any twelve (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, his/her 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 for the City. ~~in the Federal, Circuit or County Courts.~~ 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. [NOTE: This last sentence was not in the copy of this sentence that was previously T/A'd for this Article so the underlined words represent the City's counter on leaving this sentence in with the changes made to the 1<sup>st</sup> sentence]

**ARTICLE 36 – ANNIVERSARY MILESTONES LONGEVITY COMPENSATION**

Section 1: Effective on the later of October 1, 2013, or the ratification date of the 2013-2014 Agreement, all employees who thereafter reach the following Anniversary Milestone dates of continuous years of City service, shall be paid the following additional pay increase:

- (1) 15 years of continuous City service 5%
- (2) 20 years of continuous City service 3%

Section 2: Effective on the later of October 1, 2013, or the ratification date of the 2013-2014 Agreement, all employees who thereafter reach the following Anniversary Milestone dates of continuous years of City service, shall be paid the following one-time lump sum payment:

- (1) 5 years of continuous City service \$ 500.00 (one-time lump sum)
- (2) 10 years of continuous City service \$1,000.00 (one-time lump sum)

~~For Fiscal Year 2008-2009~~

~~Employees with ten (10) years, fifteen (15) years and twenty (20) years of continuous service with the City shall receive additional compensation over and above the employee's grade and step upon attainment of his 10, 15 and 20 year anniversary as follows:~~

- ~~(1) 10 years of service = 5%~~
- ~~(2) 15 years of service = 5%~~
- ~~(3) 20 years of service = 2.5%~~

~~Section 2: For Fiscal years 2009-2010 and 2010-2011 — Employees Hired Prior To July 15, 2009:~~

~~Employees with ten (10) years, fifteen (15) years and twenty (20) years of continuous service with the City shall receive additional compensation over and above the employee's grade and step upon attainment of his 10, 15 and 20 year anniversary as follows:~~

- ~~(1) 10 years of service = 5%~~
- ~~(2) 15 years of service = 3%~~
- ~~(3) 20 years of service = 2%~~

~~Section 3: For Fiscal years 2009-2010 and 2010-2011 — Employees Hired On or After July 15, 2009:~~

~~Employees with fifteen (15) years and twenty (20) years of continuous service with the City shall receive additional compensation over and above the employee's grade and step upon attainment of his 15 and 20 year anniversary as follows:~~

~~(1) 15 years of service = 2.5%~~

~~(2) 20 years of service = 2.5%~~

~~Effective October 1, 2011, to address the financial urgency in the City's General Fund Budget, longevity pay increases were eliminated for all unit employees except those employees in Enterprise Fund positions.<sup>2</sup>~~

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<sup>2</sup> ~~Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

**ARTICLE 37- VACATIONS**

All regular full time Employees shall accrue paid vacation 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. 10 days
- (b) more than 7 but less than 10 completed years 14 days
- (c) more than 10 but less than 15 completed years 18 days
- (d) more than 15 but less than 20 completed years 20 days
- (e) more than 20 years and thereafter 25 days

**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 regular straight time rate of pay 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.

~~Sec. 7: Effective October 1, 1999, all regularly scheduled part-time employees who have worked more than 1,500 hours in the prior fiscal year shall be eligible for ½ the vacation accrual. [MOVED TO ARTICLE 53 – PART-TIME EMPLOYEES]~~

## 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 ~~and without discrimination in regard to any protected class or activity.~~

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 ~~area Shop Steward~~ present. ~~In the event the area steward is not available (illness, day off, vacation), and the supervisor determines not to wait for the area steward's return, the Chief Steward shall substitute.~~

~~(c) When the employee called in pursuant to (b) above is the Shop Steward himself/herself, and he/she requests Union representation, the Chief Steward shall respond. If the employee is the Chief Steward or a Union Officer, Article 3 of this contract shall apply.~~

~~(c)~~ (d) When the Union representative ~~Shop Steward (or Chief Steward)~~ responds pursuant to an employee's request (b) ~~or (c)~~ above), the Union representative ~~Steward~~ shall only advise the employee of his/her rights under the Contract; the Union representative ~~Steward~~ 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 7, 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 Shop Steward present (~~or the Chief Steward if it is the Shop Steward himself/herself~~); the ~~Steward (or Chief Steward)~~ 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) forty five (45) 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 aforestated 60 45-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 45 day rule in the aforestated 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~~ 45 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 45 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, all record of that written reprimand shall be removed from the employee's personnel files. Unsustained or unfounded citizens' complaints shall also be removed.~~

Sec.7 &: 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.8 & 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 ~~water, water distribution, wastewater treatment plant, storm water, or sewer collection division~~ 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 ~~\$6.00~~ 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 ~~\$12.00~~ 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 25 600 copies of the contract 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 supervised any of the candidates~~ or who has a familiar relationship, ~~friendship,~~ 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.

Administrative Secretary  
Recreation Program Supervisor  
Communications Shift Supervisor  
~~Field Services Superintendent~~  
Secretary  
Senior Accounting Clerk  
Utility Shift Supervisor  
Accounting Clerk  
Assistant Beach Patrol Superintendent  
Beach Maintenance Supervisor  
Chief Mechanic  
Chief Building Inspector  
Chief Electrical Inspector  
Chief Plumbing Inspector  
Computer Operator II  
Engineering Inspector  
Head Cashier  
I.D. Technician I  
I.D. Technician II  
Code Enforcement Supervisor  
Marine Safety Lieutenant  
Parking Meter Checker Supervisor  
Parking Meter Technician Supervisor  
Plant Operator I - Rotator  
~~Plant Operator II~~  
Copy Center Supervisor  
Public Works Supervisor

Refuse Collection Section Supervisor  
Senior Procurement Specialist  
Senior CADD Operator  
Utility Engineering Technician II and III  
~~Utility Locator Inspector~~  
Chief Utility Mechanic  
~~Collection Truck Operator~~  
Heavy Equipment Operator  
Maintenance Technician  
Packer Operator  
Police Storekeeper  
Treatment Plant Mechanic II  
~~Utility Service Worker II~~  
~~Utility Service Worker III~~  
Senior Utility Field Technician  
Meter Repair Technician II



## 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. [from LOU dated June 16, 2003]

(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
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 - JOB TRANSFERS**

~~MOVED TO ARTICLE 16~~

## **ARTICLE 44 - 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 labor contract. 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 45 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION**

Sec. 1: An employee who including regularly scheduled part-time employees who have worked fifteen hundred (1500) hours in the previous fiscal year, becomes eligible for Workers' Compensation benefits due to a job-related injury or illness shall receive from the City for up to thirteen (13) consecutive weeks from the date of injury or illness 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.

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. The period of regular pay may not exceed twenty-six (26) weeks from the date of injury or illness.

Sec. 2: ~~(REFER TO LETTER OF UNDERSTANDING -- APPENDIX I FOR RESTRICTED DUTY RETURN TO WORK PROCEDURE)~~ 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 Resource Director. 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 46- 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 and Labor Relations 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 believe 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 and Labor Relations 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 and Labor Relations 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.



## ARTICLE 47- 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 \$0.40 per hour.

Sec. 2: Employees whose shift is scheduled from 4:00 A.M. to 12 noon shall be given a shift differential of \$0.40 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 \$0.30 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 \$0.30 per hour.

Sec. 5: Employees whose shift is scheduled from 8:00 P.M. to 4:00 A.M. shall be given an additional \$0.35 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 \$0.30 per hour.

12 midnight – 8 a.m. or when the majority of hours assigned are between these hours shall be given and additional \$0.50 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. ~~The parties have set forth the pay and other terms and conditions applicable to the “rotator” positions in the Public Utilities Department in a Letter of Understanding, which is attached to this Agreement.~~

## **ARTICLE 48 - 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 ~~attached hereto~~, which states as follows:

### **P. 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 ~~ratification of the contract by the City Commission~~, 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 49 - EDUCATIONAL REIMBURSEMENT PROGRAM**

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

- a. To be eligible to participate in the Educational Reimbursement Program, a newly hired employee must have achieved permanent status by successfully completing the probationary period.
- b. Employees must receive "satisfactory" or better Employee Performance Evaluations prior to the beginning of the course work.
- c. Employees shall only be reimbursed for one job related degree at each level (e.g., one Associates or one Bachelor's or one Master's level degree).
- d. Employees shall be limited each fiscal year to a maximum total of \$1,800.00 annually for tuition reimbursement costs.
- e. Employees who receive benefits under this program, who voluntarily leave the City's employment within two (2) years of receiving such benefit, shall be responsible for reimbursing the City for the entire cost of the benefit.
- f. The City Manager retains the discretionary authority to further limit or discontinue the tuition reimbursement program at any time in a fiscal year based on the availability of funds.

Sections 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 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 may be provided for on-line coursework for core courses required by a residential degree program. Tuition will not be reimbursed for total on-line degree programs and/or on-line degree program electives.
- d. The refund amount payable shall be based upon the fee schedule of a State of Florida's public university or college at the time the course is completed, regardless of the fact that the 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.

~~Sec. 1: Effective October 1, 2011, to address the financial urgency in the City's General Fund Budget, the tuition reimbursement program was eliminated for all unit employees except those employees in Enterprise Fund positions. Employees in an Enterprise Fund position will be eligible for City reimbursement for the costs of books and tuition in the following manner:<sup>2</sup>~~

~~(a) Employees desiring reimbursement must submit a written request for approval from the City Manager. Application for actual reimbursement shall be made within sixty (60) days of completion of each class.~~

~~(b) Reimbursement will be for all courses, including mandatory electives, required to obtain a college degree or a postgraduate degree in which the City would obtain a benefit from the employee's knowledge. Employees shall only be reimbursed for one (1) job related degree at each level (i.e. an Associate's degree, a Bachelor's degree, and a Master's degree).~~

~~(c) Reimbursement will only be provided for on-line college coursework for core courses required by a residential degree program. Tuition will not be reimbursed for total on-line degree programs and/or on-line degree program electives.~~

~~(d) Tuition reimbursement for completed courses will be as follows:~~

<u>Graduate</u>	<u>Benefit</u>
<del>Grade of B or Better</del>	<del>100% Reimbursement at State tuition rates</del>
<del>Grade of Pass</del>	<del>100% Reimbursement at State tuition rates</del>

<u>Undergraduate</u>	<u>Benefit</u>
<del>Grade of C or Better</del>	<del>100% Reimbursement at State tuition rates</del>
<del>Grade of Pass</del>	<del>100% Reimbursement at State tuition rates</del>

~~Sec. 2: To be eligible to participate in the Education Reimbursement Program the Enterprise Fund employees desiring reimbursement must have successfully completed their initial new employee probationary period and shall not be participating in the DROP program.<sup>2</sup>~~

~~Sec. 3: Reimbursement as described in Section 1 shall be approved by the City Manager unless the courses for which reimbursement is sought are not related to a service/function provided by the employee's position. Employees who receive education reimbursement 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.~~

<sup>2</sup>-Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution

~~#R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

**ARTICLE 50 - EMPLOYEE WELLNESS**

Sec. 1: Each employee shall have the option of undergoing an annual medical examination, costs of which shall be borne by the City. It shall be conducted in an off-duty status at contracted facilities as agreed by the City and the Union. ~~Each examination shall consist of the following components:~~

- ~~\_\_\_\_\_ 1) \_\_\_\_\_ 12-Lead EKG, to be interpreted by a licensed cardiologist;~~
- ~~\_\_\_\_\_ 2) \_\_\_\_\_ complete blood test;~~
- ~~\_\_\_\_\_ 3) \_\_\_\_\_ hearing test~~
- ~~\_\_\_\_\_ 4) \_\_\_\_\_ vision test;~~
- ~~\_\_\_\_\_ 5) \_\_\_\_\_ lung volume test;~~
- ~~\_\_\_\_\_ 6) \_\_\_\_\_ treadmill stress test, if recommended by the examining physician or by the employees' personal physician;~~
- ~~\_\_\_\_\_ 7) \_\_\_\_\_ screening tests for tuberculosis, meningitis, hepatitis, and HIV, upon request by the employee;~~
- ~~\_\_\_\_\_ 8) \_\_\_\_\_ chest x-ray, at the option of the employee;~~
- ~~\_\_\_\_\_ 9) \_\_\_\_\_ mammogram, at the request of the employee; and~~
- ~~\_\_\_\_\_ 10) \_\_\_\_\_ prostate examination, at the request of the employee.~~

~~Sec. 2: The medical facility contract shall require that the employee be notified in writing of any irregularities after the completion of the examination. If the examining physician, after reviewing the test results, recommends that any portion of the test be redone, the cost shall be borne by the City. Results of the complete medical examination shall remain confidential solely between the employee and the physician/health facility and shall be given only to the employee.~~



## **ARTICLE 51 – VOLUNTEER DAY ORGANIZATIONAL CULTURE CHANGES**

Sec. 1: Effective after the ratification date of this 2013-2014 Agreement, the City shall commence a temporary pilot/trial program in which employees shall be eligible to request to use one paid day off during fiscal year 2013-2014 (with the pilot/trial program ending on September 30, 2014) to volunteer for work at a charitable Hollywood organization or school event (that is scheduled on the employee's normal work day and is of a duration that justifies a full day off), subject to advance approval by the City in the sole and exclusive discretion of the City Manager or designee. Proof of the charitable or school event and/or the employee's participation in the event may be required. Denial of any request shall not be subject to the contractual grievance/arbitration procedure.

~~— The Union supports the City's concept of positive organizational culture change. Therefore, the Union and City mutually agree to form a committee to develop and implement cultural change programs.~~

## ARTICLE 52 - BLOOD TIME COMPENSATION

Sec. 1            Effective October 1, 2013 ~~2014~~, no further blood time compensation shall be accrued for any unit employees ~~except those in Enterprise Fund positions.~~ Effective July 15, 2009, all blood time credits for Enterprise Fund employees will be as follows:<sup>2</sup>

~~— (a) — Four (4) hours each whole blood donation limited to one (1) time every two (2) months.~~

~~— (b) — Eight (8) hours each platelet donation limited to one (1) time every four (4) months.~~

~~(c) — The blood time maximum accrual will be 80 hours.~~

~~(1) — Grandfather exception: Any member having accrued in excess of the 80 hours as of October 1, 2002 shall be entitled to maintain their balance as it exists on October 1, 2002. If members use existing blood time any new blood time must re-accrue in accordance with the above restriction.~~

~~(d) — Upon termination or entering the DROP all blood time shall be paid at the member's current rate of pay. Once a member has been compensated, no other blood time will accrue.~~

~~(e) — In order to receive credit, blood must be donated by bargaining unit members on their off duty hours at Community Blood Center of South Florida locations.~~

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<sup>2</sup> ~~Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.~~

## **ARTICLE 53 - REGULARLY SCHEDULED PART-TIME EMPLOYEES**

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

- Article 11-Assignment Pay
- Article 12-Leadworker
- Article 13-Certification Pay
- Article 14-Work Week and Scheduling
- Article 16-Voluntary Demotions
- Article 18-Pension
- Article 20-Sick Leave (except as provided below in this Article)
- Article 21-Voting Time
- Article 22-Contracting and Subcontracting
- Article 28-Lay-off and Recall
- Article 30-Special Leave and Leave of Absence (except FMLA for employee who meet the minimum qualifications).
- Article 34-Bereavement Leave (except as provided below in this Article)
- Article 49-Educational Reimbursement
- Article 50-Wellness
- Article 51-Volunteer Day
- Article 52-Blood Time

Sec. 2: Effective on the later of October 1, 2013, or the ratification date of the 2013-2014 Agreement, regularly scheduled non-seasonal part-time employees who average at least thirty (30) hours or more of work per week shall, after a 60 day waiting period, 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: eight (8) holidays and the Employee's Birthday provided in Article 32.
4. Bereavement Leave: as provided in Article 34.
5. Health Insurance: these employees shall be eligible for the City's health insurance coverage provided in Article 24 on the 1<sup>st</sup> of the month after the 60 day waiting period has expired. The City shall pay one-half the premium equivalent of the coverage selected (which may change from year to year). The employee shall be responsible for one-half the appropriate premium equivalent.
6. A Flexible Spending Account as provided in Article 24 to full-time employees.
7. A 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. 3: Effective on the later of October 1, 2013, or the ratification date of the 2013-2014 Agreement, regularly scheduled non-seasonal part-time employees who average of more than 15 hours per week but less than thirty (30) hours of work per week shall, after a 60 day waiting period, 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: five (5) holidays and the Employee's Birthday provided in Article 32.
4. Bereavement Leave: as provided in Article 34.
5. A Flexible Spending Account in the amount of \$500.00.
6. A 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.

## **ARTICLE 54 - 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, ~~2014~~ 2011.

**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~~ January 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 collective bargaining agreement. The approval or disapproval of the City Manager's funding request shall not be subject to the grievance and arbitration procedure described in Article 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 and all other writings are attached to the contract and contained in Appendix L and shall remain in full force and effect. 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 \_\_\_\_\_, ~~2013~~ 2012.<sup>1,2,3,4</sup>

WITNESSES:

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

As to Local 2432

By: \_\_\_\_\_  
President

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

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

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

As to the City

Approved: \_\_\_\_\_  
City Manager

As to the City

Approved: \_\_\_\_\_  
Budget Director

~~EMPLOYEE ORGANIZATION AGREEMENT between THE CITY OF HOLLYWOOD and  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL  
2432 - October 1, 2008 through September 30, 2011.~~

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

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

<sup>1</sup> - Imposed by City Commission via Resolution #R-2012-069 on 3/7/12, and previously implemented via Resolution #R-2011-156 on 6/13/11 (effective pay period ending 6/25/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

<sup>2</sup> - Imposed by City Commission via Resolution #R-2012-268 on 9/5/12, and previously implemented via Resolution #R-2011-250 on 9/21/11 (effective 10/1/11), all pursuant to Chapter 447.4095 and 447.403, Florida Statutes, but

not ratified by the Bargaining Unit.

<sup>3</sup> Imposed by City Commission via Resolution #R-2012-297 on 9/19/12, effective 9/19/12, based on the contractual wage/merit pay reopener all pursuant to Chapter 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

<sup>4</sup> The holiday pay for the 6 Holidays eliminated through impasse in financial urgency were reinstated effective November 7, 2012, through the Memorandum of Understanding ratified by AFSCME and the City.

**APPENDIX A**  
**PERC CERTIFICATIONS-1998 and 2000**



**APPENDIX B**  
**SALARY SCHEDULE AND SCHEDULE OF PAYGRADES**

**APPENDIX C**

**AUTHORIZATION FOR PAYROLL DEDUCTION FORM**

**APPENDIX D**

**HOLLYWOOD CHARTER, ARTICLE X (10) PENSIONS AND RETIREMENT**

The Hollywood Charter, Article X (10) Pension and Retirement will be inserted upon adoption of changes currently pending.

## APPENDIX D

### CITY RULES AND REGULATIONS SUB-SECTION P (CHEMICAL INTOXICATION)

Excerpt from the City of Hollywood Employment Rules and Regulations  
(except sworn Police and Certified Fire Personnel)

#### **P. 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.~~

**APPENDIX FE**  
**PERFORMANCE REVIEW FORM**

**APPENDIX F**  
**SICK LEAVE POOL POLICY**

**APPENDIX G**  
**FAMILY MEDICAL LEAVE POLICY**

**APPENDIX H**

**LETTER OF UNDERSTANDING WORKERS' COMPENSATION**  
**(RESTRICTED DUTY RETURN TO WORK AUTHORIZATION)**



**APPENDIX I**  
**LETTER OF UNDERSTANDING**  
**NON-CONTRIBUTORY PENSION PLAN**

**APPENDIX J**

**LETTERS OF UNDERSTANDING AND OTHER WRITINGS**

**ATTACHMENT I**  
**MEMORANDUM OF UNDERSTANDING EFFECTIVE 11/7/12**  
**(RESOLUTION R-2012-338)**

**ATTACHMENT II**  
**MEMORANDUM OF UNDERSTANDING EFFECTIVE OCTOBER 2010**  
**(RESOLUTION R-2010-307)**

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