

**PROFESSIONAL
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

~~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~~

TABLE OF CONTENTS

ARTICLE 2 - MANAGEMENT RIGHTS.....	6
ARTICLE 3 – NON-DISCRIMINATION.....	7
ARTICLE 4 - PAYROLL DEDUCTION OF DUES	8
ARTICLE 5 - UNION BUSINESS	9
ARTICLE 6 - CLOTHING	10
ARTICLE 7 - HOURS OF WORK	11
ARTICLE 8 - CERTIFICATION PAY	12
ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING.....	14
ARTICLE 10 - WORK RULES	15
ARTICLE 11 - PENSION AND PENSION PLAN.....	16
ARTICLE 12 - SEVERABILITY	19
ARTICLE 13 - LAYOFF AND RECALL	20
ARTICLE 14 - SICK LEAVE.....	22
ARTICLE 15 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION.....	25
ARTICLE 16 - GRIEVANCE PROCEDURE	26
ARTICLE 17 - BEREAVEMENT LEAVE	30
ARTICLE 18 - PROBATIONARY PERIOD.....	31
ARTICLE 19 - DRUG FREE WORKPLACE.....	32
ARTICLE 20 - LIFE AND HEALTH GROUP BENEFITS PLAN.....	33
ARTICLE 21 – FAMILY MEDICAL LEAVE ACT / SPECIAL LEAVE / LEAVE OF ABSENCE	37
ARTICLE 22 - HOLIDAYS.....	41
ARTICLE 23 - JURY DUTY.....	43
ARTICLE 24 - VACATIONS	44
ARTICLE 25 - SENIORITY	45
ARTICLE 26 - PROMOTIONS	46
ARTICLE 27 - EDUCATIONAL REIMBURSEMENT PROGRAM	47
ARTICLE 28 - VOLUNTARY DEMOTIONS	51
ARTICLE 29 - OFFICIAL DUTY USE OF PERSONAL VEHICLE	53
ARTICLE 32 – WAGES & ANNIVERSARY MILESTONES LONGEVITY	60
ARTICLE 33 – VOLUNTEER DAY ORGANIZATIONAL CULTURE CHANGES	64
ARTICLE 34 – ASSIGNMENT PAY	65
ARTICLE 35 – REGULARLY SCHEDULED PART-TIME EMPLOYEES	66
ARTICLE 36 - DURATION OF AGREEMENT/EFFECTIVE DATES	68
EXECUTION OF AGREEMENT.....	69

APPENDIX I: PERC CERTIFICATION 2000 71

APPENDIX II: CLASSIFICATION TITLES & SALARY RANGES 72

APPENDIX III: SICK LEAVE POOL POLITY 73

APPENDIX IV: FAMILY MEDICAL LEAVE POLICY 74

APPENDIX V: PERFORMANCE REVIEW FORM 75

APPENDIX VI: HOLLYWOOD CHARTER, ARTICLE X (10) PENSIONS &
RETIREMENT 76

APPENDIX VII: LETTER OF UNDERSTANDING 77

WORKERS' COMPENSATION SUPPLEMENTAL PAY 77

APPENDIX VII: EVALUATION DATE LETERS 78

APPENDIX IX: LETTER REGARDING PROFESSIONAL ENGINEER CERTIFICATION
PAY 79

ARTICLE 1 - RECOGNITION

Section 1: The employer recognizes Local 2432, Hollywood, Florida, City Employees Local 2432 of AFSCME, AFL-CIO (hereafter the "Union") as the sole and exclusive bargaining agent, with respect to wages, hours, pensions, and other conditions of employment, for all Employees in the bargaining unit, as per PERC Certification Number 1239 (RC-98-088) granted by the Florida Public Employees Relations Commission, and clarified in UC-2000-020, attached as Appendix I, and as may be amended in the future by the appropriate authority of the State of Florida.

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

Section 3: The parties agree that if new classifications are created or existing classifications are modified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new/modified classifications shall be included in the Bargaining Unit. This paragraph deals solely with the placement of new/modified positions in the Bargaining Unit and it is not intended to nor shall it diminish or enhance the rights of the parties as set forth in Article 31.

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

Section 2: Any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement are retained by the City. However, nothing in this Agreement shall preclude the formation/establishment of past practices commencing subsequent to the execution of this Agreement. In the event that there is a dispute between the parties concerning the existence of a past practice, the Union shall have the right to utilize the grievance and arbitration procedures to determine the existence of a practice and the appropriate remedy if a violation occurs.

Section 3: Any rule or policy which is in effect upon execution of this Agreement, the subject matter of which is not addressed in this Agreement, may be modified by the City after Twenty days written notice to the Union. The Union may request and the City shall hold a meeting to discuss the change within the twenty day period. Any modification/revision by the City, however, shall be neither arbitrary nor capricious and shall be done for the purpose of furthering the objective operational needs of the City.

ARTICLE 3 – NON-DISCRIMINATION

Section 1: ~~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, sexual orientation or age. Employees shall be treated in a respectful manner.~~

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

Section 2: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, sexual orientation, or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 - PAYROLL DEDUCTION OF DUES

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

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

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

Section 4: The City's remittance shall be deemed correct if the Union does not give a written notice to the City within two (2) calendar weeks after remittance is received of its belief, with reasons stated therefore, that the remittance is incorrect.

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

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

ARTICLE 5 - UNION BUSINESS

Section 1: The Local Union President or designee ~~a representative of the Local Union President~~ may 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.

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

Section 3: Up to four (4) 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 6 - CLOTHING

Section 1: Proper business attire or proper business casual attire as appropriate will be required by all employees.

Section 2: The City may issue City logo clothing as deemed appropriate.

Section 3: The employees will be notified in advance when casual attire is acceptable (i.e. casual Friday, fieldwork days, etc.).

ARTICLE 7 - HOURS OF WORK

Section 1: The normal work schedule shall be Monday through Friday with a forty – (40) hour workweek.

Section 2: The normal workday shall be nine (9) consecutive hours including one hour for lunch. The employees shall be entitled to two (2) fifteen minute breaks one in the morning and one in the afternoon.

Section 3: As professional employees, it is expected that employees' hours of work may be irregular, intermittent and employee controlled. Employees are expected to complete their work assignments within applicable time periods as appropriate. Employees are to be allowed flexibility in scheduling to reflect any demands of evening, weekend and holiday work assignments that may be necessary to meet deadlines.

Section 4: In accordance with existing City policy, employees may take personal time off during the workday, without utilizing available leave provided under this agreement and any work not performed is made up within a reasonable period and such absence will not interfere with City operations. Use of such personal time shall be limited to no more than four (4) hours in any workday and shall be subject to approval by the City, prior to such absence. The City's approval shall not be unreasonably withheld.

ARTICLE 8 - CERTIFICATION PAY

Section 1: Employees ~~in the categories shown below~~, who have or obtain a job-related certification shown listed below while employed by the City, will receive a five percent (5%) differential above their base rate of pay ~~upon attaining their certification~~. However, employees shall not be paid for more than one (1) of any certification in this Article.

- ~~(a) Engineer attaining Florida Professional Engineer (P.E.) certification~~
- ~~(b) Senior Engineer attaining Florida Professional Engineer (P.E.) certification~~
- ~~(c) Accounting/Auditing employees CPA or CIA Certified Public Accountant (CPA)~~
- ~~(d) Certified Internal Auditor (CIA)~~
- ~~(e) Architect attaining Florida licensed registered Architect Certification~~
- ~~(f) Systems Analyst attaining CNE or CNA certification prior to October 1, 2005 shall keep that certification pay provided they maintain the certification. No other employees shall be paid for this certification.~~
- ~~(g) Systems Analyst Microsoft Certified Solutions Developer (MCSD)~~
- ~~(h) Architect attaining National Council of Architectural Registration Boards (NCARB) certification.~~
- ~~(i) Network Engineer attaining Cisco Certified Network Professional (CCNP)~~
- ~~(j) Microsoft Certified Solutions Associate (MCSA)~~
- ~~(k) Aquatic employees required by State of Florida and/or Federal law to obtain Aquatic Facility Operator (AFO)~~
- ~~(l) American Institute of Certified Planners (AICP) certification~~
- ~~(m) Certified Public Finance Officer (CPFO)~~
- ~~(n) Certified Government Finance Officer (CGFO)~~

Section 2: If during the term of this Agreement the City determines there are additional certifications required for a position within this bargaining Unit, then the City, through a letter of understanding, will pay for such certifications as provided in this Article.

Section 3: Systems Analyst who attained ing CNE or CNA certification prior to October 1, 2005 shall keep that certification pay provided they maintain the certification. No other employees shall be paid for this certification.

Section 4: Employees are responsible for the entire cost of attaining the certification, and all continuing education units (CEUs) or credits required to maintain the certification, and travel costs (if any).

Section 5: An Engineer who acquires a P.E. certification will, if appropriate, receive the 5% certification pay. However, these employees will remain in the Professional pay plan and will not be moved to the Engineer (Registered) position in the Senior Professional category unless they are promoted or reclassified to the position of Engineer (Registered). [FROM THE LETTER DATED 4/22/2003 IN THE CBA]

ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING

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

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

ARTICLE 10 - WORK RULES

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

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

ARTICLE 11 - PENSION AND PENSION PLAN

Section 1: Employees shall receive pension benefits according to the provisions of the General Employees Pension Plan in Chapter 33 of the City's Ordinances, as amended ~~through financial urgency~~ by City Ordinance No. O-2011-250, and Resolution No. R-2011-25². 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.

Section 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.

Section 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.

Section 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 the Pension Plan so that there shall be no actuarial gains or losses generated for this optional form of pension benefit.

Section 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.

Section 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, such DROP benefit being held in the General Plan may be moved from the General Pension Plan into the Police Pension Plan.

Section 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, 1999.²
- (b) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.²
- (c) The actuarial assumption rate shall not be changed without the approval of the City.²

Section 3: Employees who were hired prior to July 15, 2009, who enter the DROP on or after May 1, 2007 shall be considered as retirees and the following provisions shall apply to DROP participants:

- (a) DROP payments shall earn interest at the net investment earnings.
- (b) DROP participants shall ~~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 to participate in the City's Sick Leave Pool, but only if they have a minimum accumulation of ninety-six hours of sick and/or vacation leave.
- (e) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.²

² -Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution #R-2011-251 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 12 - SEVERABILITY

Section 1: It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect. The parties also shall bargain over that subject matter which was held to be unlawful or void.

ARTICLE 13 - LAYOFF AND RECALL

Section 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 seniority list. In the event it is necessary to reduce the workforce, including the abolishment of positions, ~~employees shall be laid off in inverse order of seniority, i.e., junior employees first.~~ all layoffs shall be according to seniority, 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.

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

Section 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 sixty (60) days notice of lay-off, or, in lieu of notice, sixty (60) days pay at the employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices at least three (3) days prior to notices being furnished to the affected employees.

Section 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 step within the pay range for the new classification.

Section 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, ~~most senior first~~. Re-appointment shall be to any vacancies, which exist, first, in the class title from which the employee was laid-off; and second, in any position for which the employee is reasonably qualified and possesses citywide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

Section 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 ~~three (3)~~ two (2) 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 three~~ opportunities are declined, the employee shall have no further right to recall to a class title with a lower paygrade.

Section 6: Employees refusing recall or re-employment in a class title with an equal or higher paygrade than originally held shall lose all recall rights.

Section 7: Employees refusing re-employment to their originally held class title and pay grade lose all recall rights.

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

Section 9: 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.

Section 8: ~~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 14 - SICK LEAVE

Section 1: Employees shall accrue ~~one (1)~~ eight (8) hours of 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.

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

Section 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 Department Head within the first work week following October 1st of each fiscal year. On September 30th, any unused, converted vacation leave shall revert back to sick leave.

B. Effective on the later of October 1, 2013, or the ratification date of the 2013-2014 Agreement, during the month of October in each fiscal year an employee shall have the option of converting a maximum of five (5) days of accrued sick leave days to personal leave, provided the employee will have at least 96 hours of accrued sick leave after this conversion.

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

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

provide proof of the emergency if requested. The City may cancel the use of Personal Leave due to an emergency declared by the City Manager.

E.B. Professional employees may participate in the City's Sick Leave Pool Program upon the completion of one (1) year of employment and with a minimum accumulation of ninety-six (96) hours of sick and/or vacation leave. This program entitles eligible employees to participate in extended sick leave benefits for cases involving non-work related catastrophic or long-term illnesses or injuries.

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

Section 5: For all sick hours accrued and not used after October 1, 1994 for the employees mentioned in section 4 and all other employees who separate from employment for any reason shall receive a payment equal to the product of unused sick leave (since October 1, 1994) the employees rate of pay in effect on their date of separation and a payment percentage relating to the number of full years of credited service with the City, provided the maximum number of hours that can be paid out shall not exceed 960 hours of accrued sick leave. The table of percentages and credited service is as follows:

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

Except that the parties agree that the maximum payout cap for any employee's accrued sick leave payout shall be 960 hours of accrued sick leave.

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

Section 7: The purpose of paid Sick Leave is to provide protection against the loss of wages by an employee for the necessary absence from duty on a scheduled work day due to illness suffered by the employee or illness in the employee's immediate family that necessitates the employee's absence from work. For the purpose of this section, immediate family shall include, spouse, children, stepchildren, grandchildren, mother, father, grandparents, and dependent mother-in-law or father-in-law.

ARTICLE 15 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

Section 1: An employee, on becoming eligible for workers' compensation benefits due to a job related injury or illness, shall receive, from the City, 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. ~~supplemental compensation from the City for a period of up to thirteen (13) weeks. Such supplemental compensation shall be the difference between the employee's regular bi-weekly salary and the amount of workers' compensation benefit.~~ In the event a full time employee, as determined by a City designated physician, is unable to return to work after thirteen (13) weeks from the date of the injury or illness, the situation will be reviewed by the City Manager or designee. The City Manager or designee shall extend the period of supplemental compensation for up to an additional thirteen (13) weeks. The period of supplemental compensation may not exceed twenty-six (26) weeks from the date of injury or illness. Whenever possible, the City will attempt to assign injured personnel to "light duty" in an effort to facilitate return to full employment. [LANGUAGE FROM LOU DATED 6/06/2005]

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1: (a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes involving the interpretation or application of the collective bargaining agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement. (b) The Union may exercise its right not to process a grievance of a non union member. Any employee whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his grievance on his own. In such case, the Union will notify the member and the City and upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union including dates of any hearings. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of this Collective Bargaining Agreement.

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

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

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

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

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

Section 4: Rules for Grievances and Arbitration processing:

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

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

(c) A grievance not advanced to the higher step within the time frames provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the employer or his/her designee to answer or meet within the time limits provided at Step 1 or 2 will 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 as a witness shall remain in pay status only during their normal duty hours while appearing at the hearing. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time so as not to disrupt the operations of their department. Hearings shall be held in hearing rooms provided by the City, in City facilities at no charge to the Union.

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

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

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

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

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

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

ARTICLE 17 - 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 18 - PROBATIONARY PERIOD

Section 1: Effective on the later of October 1, 2013, or the ratification date of this Agreement, any new employee shall be regarded as a probationary employee for the first twelve (12) ~~six (6)~~ months (365 ~~182~~ days). Employees hired prior to the ratification date of this Agreement shall continue to serve a six (6) month initial probation. During such period such employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. Regular part-time employees shall be evaluated after completion of the original probationary period of 2080 hours. No such probationary employee will be entitled to access the grievance procedure.

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

ARTICLE 19 - DRUG FREE WORKPLACE

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

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

ARTICLE 20 - LIFE AND HEALTH GROUP BENEFITS PLAN

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

Section 2: Professional employees and their eligible dependents shall be provided with coverage in the City's health insurance plan. Effective on the later of October 1, 2013, or the ratification date of this Agreement, the contribution for the term of this agreement for active employees hired prior to October 1, 2002 and electing health coverage will be as follows:

~~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:~~

- ~~Employee coverage = \$55.00 50.00 bi-weekly~~
- ~~Employee + 1 Dependent coverage = \$75.00 bi-weekly~~
- ~~Employee + Family coverage = \$85.00 bi-weekly~~

Section 3: 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.~~²

Section 4: Effective on the later of October 1, 2013, or the ratification date of this Agreement, all employees hired by the City after October 1, 2002 shall contribute the same as current employees for Employee coverage and shall contribute the following amounts for dependent coverages, if elected, 50% of the cost for Dependent coverage, if elected, for the term of this agreement:

- i. Employee +1 Dependent coverage = \$130.00 bi-weekly
- ii. Employee + Family coverage = \$165.00 bi-weekly
- iii. New annual rates for dependent and family 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.

Section 5: 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.

Section 6: In addition, group dental will be at a total cost not to exceed \$19.00 per employee per month. Any premium requirements in excess of \$19.00 per employee per month will be borne by the participating employee. Effective on the later of October 1, 2011 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.~~

Section 7 3:

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

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

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

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

(b) Members cannot buy time for a qualifying event. Dental coverage may be continued upon retirement for the retiree and eligible dependents, provided the full designated premium is paid.

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

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

Section 8 4: Professional employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City. Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active employees will be covered under the basic life insurance policy and have the option to purchase coverage under supplemental policies if chosen. Participants will be subject to the terms and conditions of the policy.

Section 9 5: Professional employees shall be eligible to participate in a Disability Salary Replacement Program in accordance with the City's plan. During the ninety (90) day waiting period, an employee may utilize accrued sick and vacation leave. Upon entering the program, the employee may continue to use sick and vacation leave to make up the difference between 60% of salary and 100% salary. Participants will be subject to the terms and conditions of the policy.

Section 10 6: Each employee shall have the option of undergoing an annual comprehensive 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.

²~~Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution #R-2011-251 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 21 – FAMILY MEDICAL LEAVE ACT / SPECIAL LEAVE /
LEAVE OF ABSENCE**

Section 1: FAMILY MEDICAL LEAVE ACT (FMLA)

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

Section 2: SPECIAL LEAVE

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

spent on special leave shall be spent in a probationary status and a full probationary period shall be served.

Section 3: LEAVE OF ABSENCE

- A. Upon written request, a leave of absence (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.

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

~~Section 1: Any employee requiring a leave of absence (paid or unpaid) shall be eligible for such leave in accordance with the Federal Family and Medical Leave Act. At the sole discretion of the City the leave time may be extended if appropriate circumstances warrant an extension.~~

~~Section 2: In the case of a discretionary leave of absence of more than four (4) months, and not otherwise provided for within this Agreement, 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 22 - HOLIDAYS

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

New Year's Day

Martin Luther King Jr.'s Birthday^{**2****4}

George Washington's Birthday (President's Day) ^{**2****4}

Memorial Day^{**2****4}

Fourth of July (Independence Day) ^{*1_**2_****4}

Labor Day ^{*4}

Veteran's Day^{**2****4}

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve ^{**2****4}

Employee's Birthday: The birthday holiday shall be taken at the discretion of the Employee with the consent of the Employee's Supervisor, provided the Employee shall not receive the holiday more than one (1) week prior to the actual birthday. Upon ratification of this agreement, future birthday holidays must be used within 366 days.

~~* To address the financial urgency declared on May 18, 2011 for FY 2011, effective June 13, 2011, the holiday pay for the July 4th 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 funds⁴ (Enterprise Funds).²~~

~~** 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 position.²~~

⁴ Imposed by City Commission via Resolution #R-2012-070 on 3/7/12, and previously implemented via Resolution

~~#R-2011-157 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.~~

~~²-Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution #R-2011-251 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.~~

~~⁴The 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 23 - JURY DUTY

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

Section 2: Upon 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.

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

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

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

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

ARTICLE 24 - VACATIONS

Section 1: Professional employees shall be provided with twenty-five (25) days of vacation leave per vacation year (the vacation year shall begin on October 1st and end on the following September 30th). Employees shall be required to utilize ten (10) days of vacation during the vacation year in which it is earned or it will be lost at the end of the vacation year. The remaining fifteen (15) days may be carried forward and must be used eighteen (18) months following the vacation year in which the leave is earned or be liquidated by cash payment at that time. Leave that is liquidated shall be paid at the employee's rate of pay when the vacation time was earned. Vacation pay shall be computed by using the Employee's regular straight time rate of pay as of the first day of vacation.

Section 2: Vacation leave shall be granted/denied within forty-eight (48) hours from the employee's request. Approval by the City shall not be unreasonably denied. The City shall have the right to cancel and reschedule vacation in the event of an emergency.

ARTICLE 25 - SENIORITY

Section 1: DEFINITION

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

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

(c) An employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an employee returns to work for the City in any capacity within 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.

Section 2: USE OF SENIORITY

(a) Seniority will be used as provided in Article 13, Lay-Off and Recall, and Article 24, Vacations.

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

ARTICLE 26 - PROMOTIONS

Section 1: Professional employees may compete through the Civil Service examination process for other professional bargaining unit positions. A professional employee chosen to fill a professional vacancy (in a higher pay grade) shall receive a ten percent (10%) increase in his/her regular rate of pay or the minimum of the pay grade for that new position, whichever is greater.

Section 2: The City will apply all service points to this promotional process as described in Section 3 of Article 25 (Seniority).

ARTICLE 27 - 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.

~~Section 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. Professional employees in an Enterprise Fund position shall be eligible for City reimbursement for the costs of books and tuition for undergraduate and graduate course work as follows:²~~

~~(a) Employees desiring reimbursement must submit a written request to the Department/Office Director which will be forwarded to the City Manager or designee for~~

~~approval. Application for actual reimbursement shall be made within sixty (60) days of completion of each class.~~

~~(b) Employees desiring reimbursement must have successfully completed their initial new employee probationary period and shall not be participating in the DROP program.~~

~~(c) 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).~~

~~(d) 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.~~

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

<u>Graduate</u>	<u>Benefit</u>
Grade of B or better	100% reimbursement at State tuition rates
Grade of Pass	100% reimbursement at State tuition rates
<u>Undergraduate</u>	
Grade of C or better	100 % reimbursement at State tuition rates
Grade of Pass	100% reimbursement at State tuition rates

~~(f) Employees will be eligible to receive 100% reimbursement for books and other course fees other than tuition with approval of City Manager/designee.~~

~~(g) Employees who receive education 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.~~

~~Section 2: Employees will be eligible to receive 100% reimbursement for any training or fee necessary to maintain licensure or certification requirements.~~

² -Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution

DRAFT: City Proposals AFSCME Professional Unit 09-10-2013(2)

~~#R-2011-251 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 28 - VOLUNTARY DEMOTIONS

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

Section 2: Prerequisites for such voluntary demotion;

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

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

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

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

ARTICLE 29 - OFFICIAL DUTY USE OF PERSONAL VEHICLE

Section 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 determined by State Statute (F.S. 112.061) or Internal Revenue Service Regulations, whichever is greater.

Section 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.

Section 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.

Section 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 30 – PERFORMANCE APPRAISAL SYSTEM MERIT INCREASES

~~Section 1: The parties agree to the performance appraisal system currently in use, and the parties also agree that the performance appraisal system and/or the performance appraisal form may be changed by mutual agreement of the parties. upon the execution of this Agreement, which is attached to this Agreement as Appendix V. 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.² 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 1.5% 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 1.5%, effective September 19, 2012.³~~

~~Section 2: Effective October 1, 2008, and in the first full pay period after October 1, 2008, all employees in the bargaining unit who receive a rating of 3.00 or higher on their performance appraisal (FY 2008), will receive a two percent (2.0%) increase to their regular salary up to the maximum of their range. Employees who receive a rating below 3.00 shall receive no merit increase.~~

~~Section 3: Effective October 1, 2009 and in the first full pay period after October 1, 2009, all employees in the bargaining unit who receive a rating of 3.00 or higher on their performance appraisal (FY 2009), will receive a one and one-half percent (1.5%) increase to their regular salary up to the maximum of the range. Employees who receive a rating below 3.00 shall receive no merit increase.~~

~~Section 4: Effective October 1, 2010 and in the first full pay period after October 1, 2010, all employees in the bargaining unit who receive a rating of 3.00 or higher on their performance appraisal (FY 2010), will receive a one and one-half percent (1.5%) increase to their regular salary up to the maximum of the range. Employees who receive a rating below 3.00 shall receive no merit increase.~~

~~Section 5: In the event that City Executive and Management employees (except the City Manager, and any of the City Attorneys) covered by the Guidelines for the Administration of the City of Hollywood's Executive, Management, Technical, Confidential and Legal Employees Pay Plan ("the Guidelines"), receive an across-the-board annual salary increase/adjustment (as defined below), over and above the combined pay increases paid to Professional employees in Article 30 Section 3 and Section 4 (Merit Increases) and Article 32, Section 1 (Wages) of this collective bargaining agreement in fiscal years 2009-2010 or 2010-2011, then employees covered by this contract shall receive an identical wage increase retroactive to the date that the Executive/Management employees received their higher across-the-board increase, so that the total wage increases (for COLA and Merit combined) for Professional employees shall be no less than the across-the-board annual salary increases (for CPI/ performance evaluation combined) received by the above-noted Executive/ Management employees in those fiscal years.~~

~~Included in this comparison of Executive/Management annual salary increases ("me too provision") shall be the across-the-board annual salary increase/adjustments that are based on the Consumer Price Index (CPI) as noted the "Internal salary equity" factor in Section 10 of the Guidelines, and/or the across-the-board annual salary increase/adjustments that are based on the "Employee's performance" factor as noted in Section 10 of the Guidelines. Excluded from this "me too provision" are salary increases/adjustments that are based on the other factors noted in Section 10 of the Guidelines, such as a "Market Salary" survey factor for any positions, and/or the "Change in position duties and responsibilities" factor, and/or the "Internal salary equity" factors unrelated to the CPI increase. Also excluded from this "me too provision" are any discretionary one-time cash bonuses and/or paid time-off that the City Manager may award for exemplary performance as provided in Section 10 of the Guidelines.~~

~~This "me too provision" regarding Executive/Management salary increases/ adjustments shall expire on September 30, 2011.~~

² Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution #R-2011-251 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.

³ Imposed by City Commission via Resolution #R-2012-298 on 9/19/12, effective 9/19/12, based on the contractual wage/merit pay reopener impasse, all pursuant to Chapter 447.403, Florida Statutes, but not ratified by the

~~Bargaining Unit.~~

ARTICLE 31 - CLASSIFICATION EVALUATION AND REVISION

Section 1: It is the 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 change to an existing position title, classification, or position description concerning the content, qualifications, and/or duties of a position within the bargaining unit, the City will notify the Union of the change, along with a copy of the proposed modified position description, no later than twenty (20) calendar days prior to its proposed implementation. Upon request, the City and the Union shall discuss the proposed change in an effort to agree. If the proposed change does not result in any change to the content and/or duties or tasks to be performed and/or the change does not have the effect of disqualifying any current employees occupying the position, the City may change the job description without impact bargaining. All other changes to a position description must be bargained with the Union. Disputes shall be resolved under the grievance and arbitration procedure set forth in Article 16. The terms "job description", and other similar phrases are all synonymous with the term "position description". If the Union does not agree that the salary is appropriate after the position is filled, the matter will be subject to the grievance procedure as outlined in Section 3 of this Article.

Section 2: New bargaining unit positions may be created by the City upon twenty (20) calendar day's written notice to the Union which notice shall include a copy of the new position description. Upon request and within that twenty (20) day period, the parties shall discuss the proposed newly created job description in an effort to agree. If there is no agreement the City may implement the new position without any further bargaining, provided the newly created position does not have the effect of removing bargaining unit work/duties from any existing bargaining unit position resulting in the layoff of an existing employee or the elimination of a bargaining unit position, if occupied. If the newly created position has the effect of removing bargaining unit work from any existing bargaining unit position resulting in the layoff of

an existing employee or the elimination of a bargaining unit position, if occupied, the new position shall not be implemented without the consent of the Union.

Section 3: The compensation of any new or modified job title shall be bargained within the above mentioned twenty (20) day period. If the parties cannot agree upon the compensation, the City shall establish the compensation subject to the right of the Union to request interest arbitration utilizing the arbitration article of this agreement to select an arbitrator. The criteria which the arbitrator must utilize to determine compensation are the criteria contained in Chapter 447, Florida Statutes and the PERC Rules governing special masters and contractual impasses. The arbitrator's determination must be within the ranges of the existing pay plan of the appropriate compensation and shall be final and binding subject to Section 682, Florida Statutes.

Section 4: 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 6 of this Article.

Section 5: 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 Division 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 6 of this

Article. This provision will only be used to consider an upgrade in the requested classification.

Section 6: For requests as outlined in Sections 4 or 5 of this Article, the Division 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 32 – WAGES & ANNIVERSARY MILESTONES LONGEVITY

Section 1: The wage schedule for bargaining unit employees, as described below, shall be increased in the first full pay period after the following dates:

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).

~~The wage schedule for all bargaining unit employees shall be increased by two percent (2%) effective October 1, 2009. The October 1, 2010 wage schedule increase was suspended for all employees 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 funds⁴ ("Enterprise Funds"). 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 scheduled reduction implemented to address the financial urgency for FY 2011 was continued for all unit employees except those employees in Enterprise Fund positions.² Through the wage/merit pay reopener in the 2010 MOU, and the related impasse proceedings under Chapter 447, Florida Statutes, the 2% 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% wage increase on October 1, 2011 were prospectively decreased by 2%, effective September 19, 2012.³~~

~~In the event that City Executive and Management employees (except the City Manager, and any of the City Attorneys) covered by the Guidelines for the Administration of the City of Hollywood's Executive, Management, Technical, Confidential and Legal Employees Pay Plan ("the Guidelines"), receive an across-the-board annual salary increase/adjustment (as defined below), over and above the combined pay increases paid to Professional employees in Article 30 Section 3 and Section 4 (Merit Increases) and Article 32, Section 1 (Wages) of this collective bargaining agreement in fiscal years 2009-2010 or 2010-2011, then employees covered by this contract shall receive an identical wage increase retroactive to the date that the Executive/Management employees received their higher across-the-board increase, so that the total wage increases (for COLA and Merit combined) for Professional employees shall be no less than the across-the-board annual salary increases (for CPI/performance evaluation combined) received by the above-noted Executive/Management employees in those fiscal years.~~

~~Included in this comparison of Executive/Management annual salary increases ("me too provision") shall be the across-the-board annual salary increase/adjustments that are based on the Consumer Price Index (CPI) as noted the "Internal salary equity" factor in Section 10 of the Guidelines, and/or the across-the-board annual salary increase/adjustments that are based on the "Employee's performance" factor as noted in Section 10 of the Guidelines. Excluded from this "me too provision" are salary increases/adjustments that are based on the other factors noted in Section 10 of the Guidelines, such as a "Market Salary" survey factor for any positions, and/or the "Change in position duties and responsibilities" factor, and/or the "Internal salary equity" factors unrelated to the CPI increase. Also excluded from this "me too provision" are any discretionary one-time cash bonuses and/or paid time-off that the City Manager may award for exemplary performance as provided in Section 10 of the Guidelines.~~

~~This "me too provision" regarding Executive/Management salary increases/adjustments shall expire on September 30, 2011.~~

Section 2: By written notice sent between April 1 and April 30, 2014, either party may advise the other party of its intent to reopen Article 32 Wages, Section 1, and based on such written notice negotiations shall commence within thirty (30) days to discuss a wage increase for all unit employees.

Section 3: Anniversary Milestones, Longevity 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:

<u>(1)</u>	<u>15 years of continuous City service</u>	<u>5%</u>
<u>(2)</u>	<u>20 years of continuous City service</u>	<u>3%</u>

Section 4: 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:

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

~~A. For Fiscal Year 2008-2009:~~

~~(1) Employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.~~

~~(2) Employees who complete fifteen (15) years of continuous service with the City will receive a five percent (5%) differential above their base salary.~~

~~(3) Employees who complete twenty (20) years of continuous service with the City will receive an additional 2.5% differential above their base salary.~~

~~B. For Fiscal Years 2009-2010 and 2010-2011 – Employees Hired Prior To July 15, 2009:~~

~~(1) Employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.~~

~~(2) Employees who complete fifteen (15) years of continuous service with City will receive a three percent (3%) differential above their base salary.~~

~~(3) — Employees who complete twenty (20) years of continuous service with the City will receive an additional two percent (2%) differential above their base salary.~~

~~C. For Fiscal Years 2009-2010 and 2010-2011 — Employees Hired on or After July 15, 2009:~~

~~(1) — Employees who complete fifteen (15) years of continuous service with the City will receive a two and a half (2.5%) differential above their base salary.~~

~~(2) — Employees who complete twenty (20) years of continuous service with the City will receive an additional a two and a half (2.5%) differential above their base salary.~~

~~D. 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.²~~

Section 5 3: Longevity Anniversary Milestone increases provided in Section 3, above (i.e., the increases not paid as a one-time lump-sum payment), increases shall apply above and in addition to base salaries in Article 30.

Section 6 4: The salary range for Professional employees may be exceeded without limit by contract articles which provide for increases to base rate of pay to the extent that the languages specify.

¹ Imposed by City Commission via Resolution #R-2012-070 on 3/7/12, and previously implemented via Resolution #R-2011-157 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.

² Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution #R-2011-251 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.

³ Imposed by City Commission via Resolution #R-2012-298 on 9/19/12, effective 9/19/12, based on the contractual wage/merit pay reopener impasse, all pursuant to Chapter 447.403, Florida Statutes, but not ratified by the Bargaining Unit.

ARTICLE 33 – VOLUNTEER DAY ORGANIZATIONAL CULTURE CHANGES

Section 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 34 – ASSIGNMENT PAY

Section 1: Due to vacation, sick, or workload requirements Professional Employees assigned to temporarily assume duties and responsibilities of classifications of a higher pay grade shall receive compensation based upon the schedule in Section 3, provided the employee works in the higher classification for at least forty (40) consecutive hours before the assignment pay shall begin.

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

Section 3: Schedule of compensation:

- a. Professional to Senior Professional = 5%
- b. Professional to Supervisory = Minimum of Paygrade or 10%
(whichever is greater)
- c. Senior Professional to Supervisory = Minimum of Paygrade or 5%
(whichever is greater)
- d. Professional to Management/Executive = Minimum of Paygrade or 15% (whichever is greater)
- e. Senior Professional to Management Executive = Minimum of Paygrade or 10% (whichever is greater)

ARTICLE 35 – REGULARLY SCHEDULED PART-TIME EMPLOYEES

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

- Article 6 – Hours of Work
- Article 8 - Certification Pay
- Article 9 - Contracting and Subcontracting
- Article 11 – Pension and Pension Plan
- Article 13 - Lay-off and Recall
- Article 14- Sick Leave (except as provided below in this Article)
- Article 17 - Bereavement Leave (except as provided below in this Article).
- Article 21 - Special Leave and Leave of Absence (except FMLA for employees who meet the minimum qualifications).
- Article 27 - Educational Reimbursement
- Article 28 - Voluntary Demotions
- Article 33 – Volunteer Day
- Article 34 - Assignment Pay

Section 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 14.
2. Vacation Leave: three quarters (75%) of the vacation leave accruals provided in Article 24.
3. Holidays: eight (8) holidays and the Employee’s Birthday provided in Article 22.
4. Bereavement Leave: as provided in Article 17.
5. Health Insurance: these employees shall be eligible for the City's health insurance coverage provided in Article 20 on the 1st 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 20 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.

Section 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 14.
2. Vacation Leave: fifty percent (50%) of the vacation leave accruals provided in Article 24.
3. Holidays: five (5) holidays and the Employee's Birthday provided in Article 22.
4. Bereavement Leave: as provided in Article 17.
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 36 - DURATION OF AGREEMENT/EFFECTIVE DATES

Section 1: This Agreement shall be effective upon the date of ratification by the parties and shall remain in full force and effect until and including September 30, 2014 2014.

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

Section 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 it desires to modify the Agreement, with negotiations beginning thirty days thereafter, or such other date as 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 provisions of F.S. 447.403.

Section 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 14 but, rather shall be governed by F.S. 447.309.

Section 5: All Letters of Understanding entered into between the City and AFSCME prior to the signing of this agreement shall be null and void unless specifically incorporated into this agreement.

EXECUTION OF AGREEMENT

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

Dated this _____ day of _____, ~~2013~~ 2012.^{1,2,3,4}

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

¹ - Imposed by City Commission via Resolution #R-2012-070 on 3/7/12, and previously implemented via Resolution #R-2011-157 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.

² - Imposed by City Commission via Resolution #R-2012-269 on 9/5/12, and previously implemented via Resolution #R-2011-251 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.

³ ~~Imposed by City Commission via Resolution #R-2012-298 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.~~

⁴ ~~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 I: PERC CERTIFICATION 2000

APPENDIX II: CLASSIFICATION TITLES & SALARY RANGES

APPENDIX III: SICK LEAVE POOL POLITY

APPENDIX IV: FAMILY MEDICAL LEAVE POLICY

APPENDIX V: PERFORMANCE REVIEW FORM

APPENDIX VI: HOLLYWOOD CHARTER, ARTICLE X (10) PENSIONS & RETIREMENT

APPENDIX VII: LETTER OF UNDERSTANDING
WORKERS' COMPENSATION SUPPLEMENTAL PAY

APPENDIX VII: EVALUATION DATE LETTERS

**APPENDIX IX: LETTER REGARDING PROFESSIONAL ENGINEER CERTIFICATION
PAY**

APPENDIX X: EMPLOYMENT RULES & REGULATIONS, SUBSECTION (P)
"CHEMICAL INTOXICATION"

ATTACHMENT I - MEMORANDUM OF UNDERSTANDING EFFECTIVE 11/7/12
(RESOLUTION #R-2012-339)

DRAFT: City Proposals AFSCME Professional Unit 09-10-2013(2)

ATTACHMENT I – MEMORANDUM OF UNDERSTANDING EFFECTIVE 10/20/10
(RESOLUTION #R-2010-308)

INDEX NEEDS TO BE UPDATED

	<u>Article</u>	<u>Page</u>
Assignment Pay	34	51
Bereavement Leave	17	25
Certification Pay	8	12
Classification Evaluation and Revision	31	44-46
Clothing	6	10
Contracting or Sub-Contracting	9	13
Discrimination	3	7
Drug Free Workplace	19	27
Duration of Agreement/Effective Dates	35	52
Educational Reimbursement Program	27	37-38
Grievance Procedure	16	22-24
Holidays	22	32
Hours of Work	7	11
Jury Duty	23	33
Layoff and Recall	13	17-18
Life and Health Group Benefits Plan	20	28.30
Management Rights	2	6
Merit Increases	30	42-43
Official Duty Use of Personal Vehicle	29	41
Organizational Culture Changes	33	50
Payroll Deduction of Dues	4	8
Pension and Pension Plan	11	15
Probationary Period	18	26
Promotions	26	36
Recognition	1	5
Seniority	25	35
Severability	12	16
Sick Leave	14	19-20
Special Leave	21	31
Union Business	5	9
Vacations	24	34
Voluntary Demotions	28	39-40
Wages/Longevity	32	47-49
Work Rules	10	14
Workers Compensation/Supplemental Compensation	15	21