

GENERAL EMPLOYEES BARGAINING UNIT

FACT SHEET – JANUARY 2014 SYNOPSIS OF TWO YEAR CONTRACT Oct. 1, 2013 - Sept. 30, 2015

ARTICLES 1, 2 AND 3 –

-Language moved around between the three as a cleanup measure.

ARTICLE 4 – Non-Discrimination

-Employment discrimination claims are not to be processed via the grievance procedure.

ARTICLE 10 – Wages Increases in the 1st full pay period following the below dates:

-For those employees whose pay was cut in 2011 because of the City's financial urgency declaration

Oct 1, 2013 (Retro) - 4%

Oct 1, 2014 - 3%

-For those employees whose pay was NOT cut in 2011 because of the City's financial urgency declaration

Oct 1, 2013 (Retro) - 2.5%

Oct 1, 2014 - 2%

-The parties also agreed to meet and discuss possibly changing the current pay plan once the Evergreen Study is completed.

ARTICLE 11 – Assignment Pay

-Incorporates the Letters of Understanding that were attached to the back of the contract regarding length of assignment and pay rates.

-Changes reference from two pay steps to 5%

-Assignment pay limited to periods of 8 hours or more when filling in for a full-time position and 4 hours or more when filling in for a part-time position.

ARTICLE 12 – Leadworker Pay

-Changes reference from two pay steps to 5%

ARTICLE 13 – Certification Pay

-Changes reference from two pay steps to 5% and 1 pay step to 2.5%

-Cert Pay will be considered part of base pay for pension purposes.

-Incorporates Grievance Settlement which 1) clarified that Cert pay increases are based on certifications held in each of the 3 separate disciplines (water, sewer and stormwater) and 2) made clear that FSA Certifications are no longer accepted, except for those employees who were already receiving recognition for the certification before Oct 9, 2013.

-Certification pay received for certifications required will be treated as base pay for pension purposes.

ARTICLE 14 – Work Scheduling and Overtime

Incorporates the Letter of Understanding that was attached to the back of the contract regarding the Rotator position.

ARTICLE 17 – Performance Review and Merit Pay Increases

-Probation period increases from 6 months to 1 year for those hired after ratification of this Agreement

-Language references to imposed financial urgency changes and imposed wage reopener changes has been removed

-Although the City has eliminated Merit Pay, it is offering, in the second year of this contract, those employees who are NOT topped out, to be eligible for a 1 time merit pay increase of 2.5% on the employee's annual performance review date that falls between Oct 1, 2014 and Sept. 30, 2015.

-Changes reference from two pay steps to 5%

-Reference to part-time employees has been moved to a new article.

ARTICLE 18 – Pension

-For those employees whose pension multiplier was reduced to 2% in 2011 because of the City's financial urgency declaration

Effective Oct. 1, 2011 - Multiplier Increased Retroactively to 2.5%

-For those employees whose pension multiplier was NOT reduced in 2011 because of the City's financial urgency declaration

Effective upon ratification of this contract - Multiplier reduced to 2.5%

-Employee contribution will be reduced from 9% to 8% effective in the first month following ratification of this Agreement.

-Those Enterprise Fund employees eligible to retire with normal retirement benefits on or before ratification of this Agreement will maintain their current benefit structure.

-Those Enterprise Fund employees who are **NOT** eligible to retire with normal retirement benefits on or before ratification of this Agreement will, upon ratification of this Agreement, prospectively be subject to the same pension provisions applicable to General Fund employees, such as:

- 1) the freezing of the pension plan as of the date of ratification at current calculations, and for all years thereafter,
- 2) a reduced multiplier from 3% to 2.5% as reflected above,
- 3) an increase in years to vest from five to seven,
- 4) an increase in AFC from highest 78 consecutive bi-weekly pay periods to the highest 130 consecutive bi-weekly pay periods of the last 260 bi-weekly pay periods,
- 5) elimination of overtime and accrual payouts from calculation, leaving only base pay (which includes certification pay and shift differential) and longevity to count toward compensation,
- 6) elimination of COLAs,
- 7) DROP replaced with the Planned Retirement Benefit and Partial Lump Sum Distribution Benefit as reflected below, and
- 8) increase in normal retirement for **those with less than 10 years of services** on or before ratification of this Agreement, as follows: age 65 with 7 yrs of service; age 62 with 25 yrs of service; or age 60 with 30 yrs of service. Benefits may be paid at different age points for those employees who have both frozen and new pension time. Those employees with 10 or more years of service on or before ratification of this Agreement will maintain their current normal retirement dates.

-Implementation of a Planned Retirement Benefit - AVAILABLE ONLY TO: EMPLOYEES CURRENTLY EMPLOYED BY CITY (AND NOT IN DROP) WHO WERE HIRED PRIOR TO JULY 15, 2009.

Participation period: 5 years (60 months) which can start at any time on or after the employee reaches Normal Retirement Date (NRD)

Elections: Lump sum payment, larger final pension annuity payment or a combination of the two. Employees share in Plan losses in those years where Plan earnings are negative. Payout calculations are outlined in Sections 5 i and j.

Pension contributions: Employees will continue to make their applicable contributions.

-Employees are considered active employees for insurance purposes.

-Employees can elect up front or at one time on their anniversary date to cash out their accrued sick/vacation/Comp/Blood time.

-Implementation of a Partial Lump Sum Distribution Benefit - AVAILABLE TO ALL EMPLOYEES (not in DROP and those not participating in the Planned Retirement) who attain their Normal Retirement Date

Allows an employee to take a fixed percentage of his/her retirement benefit as a lump sum payment (up to a maximum of 25%) and the remaining percentage as an annuity.

-Drop Coordination with Police Pension Plan so that the DROP account of any current City employee who was in the General Employee Pension Plan and is now a member of the Police Plan may have any DROP benefit being held by the General Plan moved to the Police Plan.

-DROP employees will now be eligible for promotion and to participate in the sick leave pool if they have a minimum of 96 hours of sick and/or vacation leave.

-Union and all bargaining unit employees agree to waive any/all remedies whatsoever related to modifications of the CBA or Pension Ordinance made by City pursuant to its previous declaration of financial urgency.

ARTICL 20 – Sick Leave

-Increases number of days employees can convert to personal leave from 3 to 5.

-Increases notice requirement from 24 hours to 48 hours

-Caps sick leave accrual to 1200 hours but provides an additional payout percentage (80%) at 20 or more years. However, those employees who, upon ratification of this contract, have more than 1200 hours will be permitted to retain those hours but will maintain the previous payout percentages.

-Additions to definition of Immediate Family of Grandparent, Grandchild and Domestic Partner

- Incorporates the Letter of Understanding that was attached to the back of the contract regarding submission of physician statements.

ARTICLE 23 – Work Uniforms and Laundry

-City to supply safety shoes to ANY employees required to wear them.

ARTICLE 24 – Life and Health Group Benefits Plan - Upon Ratification of this Contract

-Employee only coverage increased from \$50 to \$55 bi-weekly.

-Enterprise Fund Employees Co-Pays increased to \$40

-Those employees hired AFTER Oct. 1, 2002 will have dependent coverage costs changed from the current percentage amount (50%) to a flat rate as follows:

EE + 1 = \$130 bi-weekly

EE + Family = \$165 bi-weekly

Annual employee contributions may be increased up to a maximum of \$20 each year.

-Implementation of a Flexible Spending Account - This is a use it or lose it benefit which makes the following amounts available to each employee each calendar year:

Single Coverage = \$200

EE + 1 = \$300

EE + 2 or more = \$500

- Reference to part-time employees has been moved to a new article.

ARTICLE 25– Safety Committee, Equipment and Apparel

-Vaccines will now be provided to ANY employee who, during course of work, comes in contact with a substance that could place him/her in danger. References to specific personnel entitled to vaccines has been removed.

ARTICLE 27 – Union Bulletin Boards

-Increases number of boards from 20 to 40.

ARTICLE 28 – Lay-Off and Recall

-Reduces number of recall refusals to lower paygrade positions from 4 to 3

-If employee refuses recall to his/her originally held class title, employee will lose all recall rights AND will have his/her pay lowered to the paygrade level applicable to the employee's years of service for that lower paid class title.

-Employees must respond, in writing, to a recall within 14 days of receipt of the notice of recall letter.

-Recall/Rehire rights of laid off employees will now cease at 36 months following the layoff.

-Incorporates the Letter of Understanding regarding veteran preference rights.

ARTICLE 29 – Grievance Procedure and Arbitration

-Employees who so choose can file grievances on their own if it's related to disciplinary matters and can pursue arbitration of that disciplinary action.

-Increases the number of arbitrators per list from 7 to 11

-Transcripts of hearings to be borne by party requesting it, unless parties mutually agree to share the cost.

ARTICLE 30 – Special Leave - TITLE CHANGED TO:

FAMILY MEDICAL LEAVE ACT/ SPECIAL LEAVE / LEAVE OF ABSENCE WITHOUT PAY

-Delineates the Family Medical Leave Act, Eligibility Requirements and Procedures for use of time.

-Special Leave - Up to 12 months may be granted for non work related temporary medical disabling conditions - Outlines the requirements to obtain this type of leave.

-Leave of Absence - Up to 30 days (paid or unpaid) leave granted at the City's discretion, with extensions of up to 60 days permitted.

-No employees on Family Medical Leave, Special Leave or Unpaid Leave of Absence may engage in work for profit during that leave without express permission of City Manager.

ARTICLE 32 – Holidays

-Deletion of superfluous language and reference to part-time employees has been moved to a new article.

- Incorporates the Letter of Understanding dated December 10, 2012 regarding employees eligible for floating holidays.

ARTICLE 34 – Bereavement Leave

- Additions to definition of Immediate Family of grandchildren and stepchildren. Proof of relationship may be required.

**ARTICLE 35 – Jury Duty - TITLE CHANGED TO:
JURY DUTY AND SUBPOENAS**

-On duty Employees subpoenaed to appear as a witness in any judicial or administrative forum arising from their employment with the City, will be paid their regular pay. Those who are off duty and subpoenaed to appear as a witness by the City will get the call out rate.

ARTICLE 36 – Longevity

-Effective the first full pay period beginning on or after ratification of this contract, employees will receive, prospectively, the following longevity:

10 years of service = 5%

15 years of service = 3%

20 years of service = 2%

-Those Employees who were eligible for a longevity increase on or after Oct. 1, 2011 but did not receive it because it was eliminated in 2011 as a result of the City's declaration of financial urgency, will receive that longevity pay in the first full pay period after ratification of this contract. This is not a retroactive payment.

ARTICLE 37 – Vacations

- Reference to part-time employees has been moved to a new article.

ARTICLE 38 – Disciplinary Action

-Language clean up regarding reference to Union representatives and representation by attorneys.

-Deletion of reference to removal of records from employee files.

-Deletion of reference to removal of documents from personnel files but clarifies the 12 month reckoning period for infractions resulting in written reprimands.

ARTICLE 39 – Food and Supplies

-Increases meal compensation for holdovers from \$6 to \$10 and \$12 to \$16 and some language clean up

ARTICLE 40 – Services to the Union

-Reduces the number of contracts the City must give the Union from 600 copies to 300.

ARTICLE 41 – Service Points - Civil Service Exams

-Removes the limitation of friends and prior supervisors serving on oral examination boards.

-Regarding "closed competitive", outdated position titles have been removed and the following positions have been added:

Plant Operator 1 - Rotator

Utility Engineering Technician II and III

Plans Examiner
Senior Utility Field Technician
Meter Repair Technician II

ARTICLE 42 – Seniority

-Incorporates the Letter of Understanding that was attached to the back of the contract regarding ties in seniority.

ARTICLE 44 – Prevailing Rights/Benefits - renumbered to 43

-Adds "Underground Utilities personnel and Beach Safety" to existing policy regarding shower time.

ARTICLE 45 – Workers' Compensation/Supplemental Compensation - renumbered to 44

-Incorporates the Letters of Understanding that were attached to the back of the contract regarding payments now being made by City and who employees report to.

ARTICLE 46 –Classification Evaluation and Revision - renumbered to 45

-Incorporates the Letter of Understanding that was attached to the back of the contract regarding paygrade increase limits, wage increases, employee eligibility and employee commitment.

ARTICLE 47 – Shift Differential – renumbered to 46

-Incorporates the Letter of Understanding that was attached to the back of the contract regarding rotator positions.

-ALL pay rates have been doubled.

ARTICLE 48 – Drug Free Work Place – renumbered to 47

-Incorporates Rules and Regs that was attached to back of contract regarding definition of Chemical Intoxication.

-Delineates the current smoking prohibition date of April 7, 2006, for new hires

-Allows smoking employees hired prior to that date, who retire with health insurance benefits, to be rehired within 1 year of their retirement date.

ARTICLE 49 – Educational Reimbursement Program – renumbered to 48

-Reinstates the educational reimbursement program to ALL employees.

-Caps maximum annual benefit at \$1,800.00

-Requires employees who leave city employment within 2 years of receipt of this benefit to reimburse the city

-Sets forth eligibility requirements

-Allows for approved on-line coursework.

-Sets forth reimbursement rates – 100% for A or B or successful completion of pass/fail courses – 50% for C.

ARTICLE 50 – Employee Wellness – renumbered to 49

-Removes unneeded language regarding the examination components as well as language pertaining to contracted medical facilities.

ARTICLE 51 – Organization Culture Changes – DELETED

ARTICLE 50 – Volunteer Day – REPLACES THE OLD ARTICLE 51

-Implementation of a trial program that allows eligible employees to take paid time off to volunteer at charitable Hollywood organization or school events.

ARTICLE 52 – Blood Time Compensation – renumbered to 51

- Eliminates all future blood time accruals for ALL employees.
- Deletes superfluous language

ARTICLE 53 – Regularly Scheduled Part-Time Employees – renumbered to 52

-Incorporates all references, throughout the contract, to part-times employees in this one article.

-Provides the following **ADDITIONAL BENEFITS to all regularly scheduled non-seasonal part-time employees who average more than 15 hours per week, after a 60 day waiting period**

1. Sick leave benefits
 - 30 hours or more each week = 75% of accruals set for in Article 20
 - 15-30 hours = 50% of accruals set for in Article 20
2. Vacation accruals
 - 30 hours or more each week = 75% of accruals set for in Article 37
 - 15-30hours = 50% of accruals set for in Article 37
3. Holiday accruals
 - 30 hours or more each week = 8 Holidays and Birthday as noted in Article 32
 - 15-30 hours = 5 Holidays and Birthday as noted in Article 32
4. Bereavement leave, for all, as provided in Article 34
5. Health insurance benefits as set forth in Article 24 – AVAILABLE ONLY TO THOSE EMPLOYEES WORKING 30 OR MORE HOURS EACH WEEK
 - Available on 1st of month following the 60 day waiting period
 - Employee responsible for one-half of the appropriate premium – City will pay one-half of that premium
6. Flexible spending account
 - 30 hours or more each week = As provided in Article 24 for full-time employees
 - 15-30 hours = \$500
7. Deferred comp plan, for all, with \$1,000 annual contribution by the city.

-Also sets forth the manner in which part-time hours worked each week will be determined.

ARTICLE 54 – Duration of Agreement/Effective Dates - renumbered to 53

- Contract to remain in force until September 30, 2015.