

# SUPERVISORY BARGAINING UNIT

## FACT SHEET – JANUARY 2014 SYNOPSIS OF THREE YEAR CONTRACT Oct. 1, 2012 - Sept. 30, 2015

### ARTICLE 1 – Recognition

-Language cleanup.

### ARTICLE 3 – Non-Discrimination

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

### ARTICLE 5 – Union Business

-Language cleanup.

### ARTICLE 8 – 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.

#### **ARTICLE 10 – Lay-Off and Recall**

-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.

-Incorporates Letter of Understanding regarding veteran preference rights.

#### **ARTICLE 11 – Sick Leave**

-Allows employees to convert up to 5 sick leave days to personal leave.

-Notice requirement for use of personal leave is minimum 48 hours.

-Must be used in increments of 4 hours or more.

-Increases cash out percentage at 5 years from 0% to 20%

-Increases cash out percentage at 10-20 years from 60% to 70%

-Caps sick leave accrual to 1200 hours. 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

**ARTICLE 12 – Workers Compensation/Supplemental Compensation**

- Language cleanup.
- Incorporates Letter of Understanding regarding payments now being made by City.

**ARTICLE 14 – Bereavement Leave**

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

**ARTICLE 15 – Probation Period**

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

**ARTICLE 16 – Drug Free Work Place**

- Incorporates Rule and Reg 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 17 – Life and Health Group Benefits Plan - Upon Ratification of this Contract**

- Language cleanup.
- 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

**ARTICLE 18 – 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 19 – Holidays**

- Deletion of superfluous language.

**ARTICLE 20 – 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.

**ARTICLE 21 – Vacations**

-City may cancel scheduled vacations in event of an emergency.

**ARTICLE 23 – Educational Reimbursement Program**

- 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 26 – Performance Review and Merit Pay Increases**

- 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% during the first full pay period after Oct 1, 2014.

**ARTICLE 27 – Wages/Longevity** Increases in the 1st full pay period following the below dates:

- For ALL employees
  - June 1, 2013 (Retro) - 2%
- 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 based on the Evergreen Study and any changes to it.

-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 28 – Certification Pay**

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

**ARTICLE 30 – Organization Culture Changes – DELETED**

**ARTICLE 30 – Volunteer Day – REPLACES THE OLD ARTICLE 30**

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

**ARTICLE 31 – Assignment Pay**

-Increases compensation for supervisory to senior supervisory from 2.5% 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 32 – Regularly Scheduled Part-Time Employees - NEW ARTICLE**

-Delineates the contract articles that are NOT applicable to part-time employees.

-Provides the following 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 11

15-30 hours = 50% of accruals set for in Article 11

2. Vacation accruals

30 hours or more each week = 75% of accruals set for in Article 21

15-30hours = 50% of accruals set for in Article 21

3. Holiday accruals

30 hours or more each week = 8 Holidays and Birthday as noted in Article 19

15-30 hours = 5 Holidays and Birthday as noted in Article 19

4. Bereavement leave, for all, as provided in Article 14

5. Health insurance benefits as set forth in Article 17 – AVAILABLE ONLY TO THOSE EMPLOYEES WORKING 30 OR MORE HOURS EACH WEEK

-Available on 1<sup>st</sup> 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 17 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 32 – Duration of Agreement/Effective Dates - Renumbered**

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