

**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, 2015

through

September 30, 2018

ARTICLE 7 - HOURS OF WORK

Section 2: ~~The normal workday shall be nine (9) consecutive hours including one hour for lunch~~ consist of nine (9) or eleven (11) consecutive hours of work in the twenty-four (24) hour period with a one (1) hour unpaid lunch break. The employees shall be entitled to two (2) fifteen minute breaks one in the morning and one in the afternoon. ~~Employees working a ten (10) hour day shall receive two (2) twenty (20) minute breaks in lieu of the fifteen (15) minute breaks. There shall be no exchanges of rest periods to compensate for later arrival, extended lunches or early departures.~~

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ARTICLE 14 - SICK LEAVE

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

A. If an employee has accumulated three hundred (300) hours of sick leave as of October 1st of any Fiscal Year, he or she shall have the option of converting the next forty (40) hours of accrued sick leave to vacation ~~days~~leave. 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.

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B. An employee shall have the option of converting a maximum of ~~five (5)~~ ~~days~~forty (40) hours of accrued sick leave to personal leave per fiscal year, provided the employee will have at least 96 hours of accrued sick leave after this conversion.

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ARTICLE 22 - HOLIDAYS

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

New Year's Day
Martin Luther King Jr.'s Birthday
George Washington's Birthday (President's Day)
Memorial Day
Fourth of July (Independence Day)
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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

Section 2: If any of the above holidays fall on a Friday, Saturday or Monday and the Friday, Saturday or Monday is an Employee's normal day off, the Employee will receive a floating holiday for each Holiday which falls on the Friday, Saturday or Monday for which the employee is off; which must be used within 366 days of receiving the floating holiday. The floating holiday shall be taken at the discretion of the Employee with the consent of the Employee's Supervisor, provided the Employee shall not receive the floating holiday more than one (1) week prior to the actual holiday.
Without regard to whether an Employee is regularly scheduled to work four (4) or five (5) consecutive shifts in a workweek, if any of the above holidays fall on a Saturday, then such holidays shall be observed on the preceding Friday, and any holidays that fall on a Sunday shall be observed on the following Monday.

Notwithstanding any of the preceding language, to the extent that the normal work week schedule for employees are not changed from schedules comprised of five (5) consecutive eight (8) hour shifts, to schedules comprised of four (4) consecutive ten (10) hour shifts, that the preceding language shall have no impact nor effects whatsoever upon the expectation of such employees with regard to their accrual, compensation for, and receipt of holiday pay, whether pursuant to any contractual rights, existing policies, prevailing rights and/or past practices, that existed or were followed prior to the adoption and implementation of the immediately preceding language, and which shall therefore, remain in full force and effect for such employees.

Sec. 3: All employees whose work week is comprised of four (4) consecutive ten (10) hour days will receive ten (10) hours pay for the holiday.

ARTICLE 24 - VACATIONS

Section 1: Professional employees shall be provided with ~~twenty five (25) days~~ two hundred (200) hours 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~~ eighty (80) hours 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~~ one hundred and twenty (120) hours 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.

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ARTICLE 34 – REGULARLY SCHEDULED PART-TIME EMPLOYEES

Section 1: Regularly scheduled non-seasonal 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 22 – Holidays (except as provided below in this Article)
- Article 27 - Educational Reimbursement
- Article 28 - Voluntary Demotions