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August 16, 2021

**Via E-mail Only: [thechler@hollywoodfl.org](mailto:thechler@hollywoodfl.org)**

Tammie Hechler, Director, Human Resources  
City of Hollywood, Florida  
2600 Hollywood Blvd, Room 206  
Hollywood, FL 33020-4807

RE: AFSCME Local 2432 Demand to Bargain over the Impact and Effects of the  
City of Hollywood's Changes to Safety Protocol related to COVID-19

Director Hechler,

Please be advised that my client, the Hollywood Municipal Employees AFSCME Local 2432, AFL-CIO ("Local 2432"), directed me to notify you, in your capacity as the Human Resources Director for the City of Hollywood, Florida (the "City"), of its concerns arising from recent actions that the City has taken that appear to impact the rights and interests of its employees, by issuing a memorandum (and potentially other presently unknown actions) which amongst possible other consequences, has directed or permitted various department directors and managers to mandate City employees to disclose their COVID-19 vaccinated status.

Unfortunately, based upon the current lack of transparency, Local 2432 has serious concerns that the City may have already formulated a plan to compel employees to: (a) disclose their current vaccination status and other confidential health information; (b) disclose any future changes in their vaccination status; (c) be subjected to coerced vaccination and testing, presently or in the future; (d) be subjected to new directives, practices and protocol issued by department directors, managerial employees and exempt staff, including vaccination, testing, infection, social distancing, facial coverings or other new workplace requirements; (e) quarantine requirements; and (f) be subjected to suspension, termination or disciplinary actions based upon their compliance with such mandates and orders.

From all available information, it appears that the City had decided to change the status quo with regard to a variety of its procedures or protocols that have been in place which were designed to combat the ongoing SARS COVID 2 (also, referred to as "COVID-19") pandemic. Local 2432 shares the City's concern for protecting its membership from this deadly virus and any viral variants that may develop.

Accordingly, by this letter, pursuant to Section 447.209, Florida Statutes, Local 2432 does hereby make demand to bargain with the City over the impact and likely effects of its intent to implement various changes to its COVID-19 response practices, procedures and protocol.

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A public employer is not ordinarily required to negotiate good faith changes in its organization and operations with the union certified as the bargaining agent for covered employees, "unless those [changes] impact the determination of wages, hours, and terms and conditions of employment of employees within the bargaining unit". See, City of Jacksonville v. Jacksonville Supervisors Association, 791 So. 2nd 508, 511 (Fla. 1st DCA 2001). In this instance, the City's actions and intent would directly impact employees' hours, terms and conditions of employment, and could likely also impact their wages and related compensation.

As you are well aware, Florida's public sector unions are required to fully advocate on behalf of their membership, and to competently represent the rights and interests of their bargaining units or face potential liability for any alleged failure to fully and fairly represent their membership.

In the event that AFSCME Local 2432 were to fail to timely assert the instant demand to bargain, and not engage in an effort to meet and confer with the City to address all relevant concerns resulting from this situation, then, the City could likely successfully brush aside any future efforts by Local 2432 to contest additional changes, by asserting that the union waived its right to bargain over the impacts and effects of any future changes made by the City to the status quo. Such purported waiver could very well expose my client to liability to its bargaining unit membership.

Had the City approached my client, *ab initio*, and met with Local 2432's leadership to jointly develop narrowly tailored procedures and protocols, and to define same in a manner least intrusive upon the rights and interest of the employees represented by Local 2432, then, there would have been no need for the instant demand letter. Unfortunately, the City did not reach out to Local 2432 from the outset seeking to work cooperatively. Rather, the City deprived Local 2432 of the opportunity to address various alternatives that might provide for additional protection of the City's residents and business partners, while safeguarding the rights, interests and health of its employees.

Consequently, I am hereby requesting that your office provide several dates and times during which the City and Local 2432 can meet to address its concerns over the impacts and effects that will, or likely may result from the City's decision to change its methods, practices and protocol from those that had previously been adopted for dealing with the COVID-19 pandemic, as well as the impact of such changes upon Local 2432's membership.

In the interim, on behalf of Local 2432, I am also requesting that you promptly provide to me a copy of any memoranda, letters or other written instruction issued by the City Manager's Office or the Human Resources Department, that do or reasonably can be expected to impact any employees' current workplace obligations and responsibilities as compared to those contemplated under the newly designed and adopted COVID-19 practices, policies and procedures.

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Local 2432 looks forward to meeting with the City to negotiate over the impact and effects of the City's change in its COVID-19 response practices, procedures and protocol.

Respectfully,

*Richard M. Weiner*

RMW/rw

RICHARD M. WEINER

cc: Christopher Cassidy, President, Local 2432 - [chris.cassidy@local2432.com](mailto:chris.cassidy@local2432.com)  
Local 2432 Executive Board and Stewards (via e-mail)  
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