

2012
Imposed Contract

SUPERVISORY

Impasse Re-opener
Clean
R2012-299

RESOLUTION NO. R-2012-299

A RESOLUTION OF THE CITY COMMISSION OF THE OF HOLLYWOOD, FLORIDA, ACCEPTING THE CITY'S PROPOSALS TO THE CITY COMMISSION PER CHAPTER 447.403(4)(D), FLORIDA STATUTES, MORE SPECIFICALLY FOR CHANGES TO ARTICLE 26 AND ARTICLE 27, OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2432, SUPERVISORY BARGAINING UNIT, FOR THE CONTRACT PERIOD THROUGH SEPTEMBER 30, 2012; MORE PARTICULARLY, [1] ACCEPTING THE CITY'S PROPOSAL THAT THE 2% WAGE-COST OF LIVING ADJUSTMENT THAT BECAME EFFECTIVE OCTOBER 1, 2011, SHALL BE PROSPECTIVELY ELIMINATED; [2] ACCEPTING THE CITY'S PROPOSAL THAT ALL MERIT STEP PAY INCREASES SHALL BE ELIMINATED AND THAT ALL THE 1.5% MERIT STEP INCREASES PAID IN FISCAL YEAR 2012 SHALL BE PROSPECTIVELY ELIMINATED; SAID COLLECTIVE BARGAINING AGREEMENT LANGUAGE CHANGES SHALL BE SUBMITTED FOR RATIFICATION TO AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2432, SUPERVISORY BARGAINING UNIT; FURTHER PROVIDING THAT IN THE EVENT SAID PROPOSED COLLECTIVE BARGAINING AGREEMENT IS NOT RATIFIED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2432, SUPERVISORY BARGAINING UNIT, THEN SAID CITY PROPOSAL SHALL BE IMPOSED EFFECTIVE SEPTEMBER 19, 2012, AS PROVIDED FOR IN CHAPTER 447.403(4)(D), FLORIDA STATUTES.

WHEREAS, to address the City's uncertain financial condition for FY 2011, on October 20, 2010, the City and the American Federation of State, County and Municipal Employees, Local 2432, Supervisory Bargaining Unit (AFSCME) executed a Memorandum of Understanding (MOU) through which the parties suspended, for all AFSCME employees, the Wage/Cost of Living increases (Wage/COLA) scheduled for October 1, 2010 and the Merit Step Pay increases that were then scheduled during FY 2011, and the parties extended their 2008-2011 Collective Bargaining Agreement by one year into FY 2012 through September 30, 2012; and

WHEREAS, the terms of the MOU also provided the previously suspended Wage/COLA increases from FY 2011 would become effective on October 1, 2011, and the previously suspended Merit Step Pay increases from FY 2011 would become effective during FY 2012 (between October 1, 2011 and September 30, 2012), but that both the Wage/COLA increase and the Merit Step Pay increase rescheduled for FY 2012 remained subject to reopener negotiations that could be initiated by either party during 2011; and

WHEREAS, the City declared Financial Urgency for Fiscal Year 2011-2012, pursuant to Section 447.4095, Florida Statutes, via Resolution 2011-118, adopted May 18, 2011; and after following the applicable implementation and impasse procedures, the pay and benefits were reduced but only for the AFSCME employees who are paid from the City's General Fund and other non-Enterprise Funds, to address the City's Financial Urgency, including but not limited to the elimination of the 2% Wage/COLA scheduled for October 1, 2011, and all Merit Step Pay increases; and

WHEREAS, no pay or benefit changes were made, including the Wage/COLA and Merit Step Pay scheduled for FY 2012, for any AFSCME employees who are paid from the City's Enterprise Funds, which include the Water and Sewer Utility, Stormwater Utility, Parking, and Sanitation funds; and

WHEREAS, on June 24, 2011, the City exercised its contractual right to reopen and renegotiate the Wage/COLA provided in Article 27 (and the MOU) for FY 2012 and the Merit Step Pay provided in Article 26 (and the MOU), and because of the pay and benefit reductions implemented to address the City's Financial Urgency, these reopened negotiations focused on the Wage/COLA and Merit Step Pay for the AFSCME employees whose pay and benefits were funded through the Enterprise Funds because of the growing disparity in pay among AFSCME employees created by the steps taken to address the City's Financial Urgency in FY 2011 and FY 2012; and

WHEREAS, after bargaining with AFSCME over the reopened Wage/COLA article and Merit Step Pay article without reaching an agreement, on September 16, 2011 the City declared impasse and notified the Public Employees Relations Commission (PERC); and

WHEREAS, a Special Magistrate was appointed by PERC and an impasse hearing was held pursuant to Florida Statutes Section 447.403, after which the Special Magistrate issued his Report and Recommendations; and the City rejected the entirety of the Report and Recommendations and rejected each recommendation individually; and

WHEREAS, the Special Magistrate's Report and Recommendations, the City's rejections, and the City's proposals to resolve the impasse have been brought before the City Commission pursuant to Florida Statutes Section 447.403;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That this Resolution pertains to the City of Hollywood ("City") and American Federation of State, County and Municipal Employees, Local 2432, Supervisory Bargaining Unit. ("AFSCME") collective bargaining agreement for the contract period of October 1, 2008, through September 30, 2011, as extended through September 30, 2012 by the MOU dated October 20, 2010 ("Agreement").

Section 2: That the City Commission does hereby accept the City's proposal as to Article 27, that the 2% Wage/Cost of Living increases paid on October 1, 2011 are eliminated prospectively, effective on September 19, 2012, and that as a result, the applicable pay will be prospectively decreased by 2% for all Supervisory bargaining unit employees who received that Wage/COLA increase because they are (or were) paid out of the City's Enterprise Funds.

Section 3: That the City Commission does hereby accept the City's proposal as to Article 26, that all Merit Step Pay increases are eliminated prospectively effective on September 19, 2012, and that as a result, the applicable pay for those employees who have received a Merit Step increase during FY 2012 will be decreased by that 1.5% Merit Step for all Supervisory bargaining unit employees who are (or were) paid out of the City's Enterprise Funds, and that all Merit Step pay increases shall be eliminated.

Section 4: That the City Commission does hereby accept the City's proposal that all these modifications and each of them shall be effective on September 19, 2012, the date of the City Commission's impasse actions.

Section 5: That the City Commission voted on the aforementioned Sections 1 through 4 to be presented as a comprehensive package to be provided to the bargaining unit represented by AFSCME for a ratification vote of the agreement.

Section 6: That this resolution shall become effective as provided for in Section 447.403(4)(d), Florida Statutes, and as stated herein, to wit: whereby in the event that the aforementioned comprehensive package voted on by the City Commission is not ratified by the bargaining unit represented by the Union, then said comprehensive package shall be imposed and become effective as of date of the Commission's impasse action on September 19, 2012.

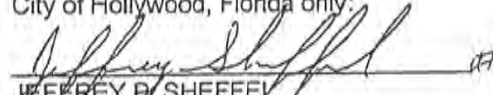
PASSED AND ADOPTED this 19 day of Sept, 2012.


PETER BOBER, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida only:


JEFFREY P. SHEFFEL
CITY ATTORNEY

**SUPERVISORY
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, 2008

through

September 30, 2012

**As Modified, Through the Statutory Impasse Procedure Under Section 447.403,
Effective September 19, 2012, Based on the Wage and Merit Pay Reopener**

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ARTICLE 1 - RECOGNITION

Section 1: The employer recognizes Local 2432, Hollywood, Florida, City Employees Local 2432 of AFSCME, AFL-CIO 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 RC-98-088 granted by the Florida Public Employees Relations Commission, 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. 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 additional classifications are created or reclassified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new classifications shall be included in the Bargaining Unit.

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.

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: It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement are retained by the City.

Section 3: This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has the authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement or agreement not set forth herein. This Agreement spells out the total agreement in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no other additions or changes during the term of the contract.

Section 4: The parties, their officers and representatives at all levels, are bound to observe the provisions of this Agreement and Chapter 447.

ARTICLE 3 - 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.

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 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 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 Heads 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. 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 - CONTRACTING OR SUB-CONTRACTING

Section 1: If the City is considering contracting out or sub-contracting work, which will eliminate supervisory 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 supervisory 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 7- 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 8 - 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-2011-25 and Resolution No. R-2011-250.

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

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 for the one-time lump sum bonuses.
- (e) DROP participants are not eligible to participate in the City's Sick Leave Pool.
- (f) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

ARTICLE 9 - 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, unless the parts so found to be void are wholly inseparable from the remaining portions of the Agreement.

ARTICLE 10 - LAYOFF AND RECALL

Section 1: The City shall provide Supervisory employees no 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 prior to notices being furnished to the affected employees.

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 Supervisory or 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 3: 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 4: Any employee, whose name is listed on a recall list, who refuses appointment to a position with a lower paygrade, will have up to two 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 all two opportunities are declined, the employee shall have no further right to recall to a class title with a lower paygrade.

Section 5: Employees refusing recall to their originally held class title and paygrade lose all recall rights.

Section 6: Employees not rehired or recalled within twenty-four (24) months shall not be eligible for recall.

Section 7: Employees refusing re-employment in a class title with an equal pay grade shall have no further rights to recall for the class title.

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 11 - SICK LEAVE

Section 1: Employees shall accrue one (1) 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 doctor's 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. Supervisory 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. 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	0%
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	60%
Twenty or more years of credited service	80%

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.

ARTICLE 12 - 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 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. Whenever possible, the City will attempt to assign injured personnel to "light duty" in an effort to facilitate return to full employment.

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 regular pay for up to an additional thirteen (13) weeks. The period of supplemental compensation pay may not exceed twenty-six (26) weeks from the date of injury or illness.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

Sec. 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.

Sec. 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 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 Depart-

ment 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.

Sec. 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 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 14 - 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. 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, stepmother, 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 who at any time prior to their death were legal dependents of the employee.

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 15 - PROBATIONARY PERIOD

Section 1: Any new employee shall be regarded as a probationary employee for the first six (6) months (182 days). During such period such employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. 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 16 - DRUG FREE WORK PLACE

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.

Section 2: As a condition of continued employment for all employees hired after 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.

ARTICLE 17 - LIFE AND HEALTH GROUP BENEFITS PLAN

Section 1: With respect to those unit employees who are paid out of the Water and Sewer Utility, Stormwater Utility, Parking, and Sanitation funds (Enterprise Funds) only, the current levels of health insurance benefits shall remain in effect without change unless otherwise mutually agreed to by the parties. 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: Supervisory employees and their eligible dependents shall be provided with coverage in the City's health insurance plan. 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 = \$50.00 bi-weekly

Employee + 1 Dependent coverage = \$75.00 bi-weekly

Employee + Family coverage = \$85.00 bi-weekly

Effective October 1, 2011, through financial urgency, the required employee co-pays were increased from \$20.00 to \$40.00 for all unit employees except those employees in Enterprise Fund positions

All employees hired by the City after October 1, 2002, shall contribute the same as current employees for Employee coverage and shall contribute 50% of the cost for Dependent coverage, if elected, for the term of this agreement. 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 October 1, 2011 through financial urgency, the vision and hearing program benefits were eliminated for all unit employees except those employees in Enterprise Fund positions.

Section 3:

(a) Supervisory employees hired prior to July 15, 2009, who retire from active service with the City who have ten (10) or more years of credited 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) 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.

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

(d) Supervisory 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 spouse may continue coverage for the duration which the spouse maintains full payment of the designated health and/or dental premiums.

Section 4: Supervisory 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 5: Supervisory 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 6: Each employee shall have the option of undergoing an annual comprehensive medical examination, costs of which shall be borne by the City.

ARTICLE 18 - SPECIAL LEAVE

Section 1: An employee who incurs a temporary medically disabling condition, not attributable to his/her job, may upon written request be granted an unpaid leave of absence. The initial period for said leave of absence shall not exceed six (6) months. Upon further written request, the City Manager or designee may extend such leave up to an additional six (6) months. The total combined leave of absence shall not exceed twelve (12) months. Upon return, the employee shall provide a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty.

Section 2: The temporary disability of pregnancy shall be treated in the same manner as any other temporary medical disability.

Section 3: The length of time the employee is on an approved disability leave of absence may not be charged to any accrued paid leaves.

Section 4: During said leave, the Supervisory employee shall not accrue vacation or sick leave but shall be bound by all prevailing contract language. Employee's sick and vacation leave balances earned and unused at the start of the disability leave, shall remain frozen, to be resumed upon the employee's return to duty. Additionally, seniority will continue to accrue as if the employee remained in full duty status.

Section 5: An employee who incurs such a temporary medically disabling condition during a probationary period and is granted an unpaid leave of absence as indicated above, shall have his/her probation suspended at that point. Upon the return to work, the probationary period shall resume so that the appropriate total duration in spent in a probationary status.

Section 6: Any employee requiring a leave of absence (paid or unpaid) shall be eligible for such leave in accordance with the Family Medical Leave Act. At the sole discretion of the City the leave time may be extended if appropriate circumstances warrant an extension.

Section 7: The City and Union agree to modify this article to incorporate the mandatory provisions of the Family Medical Leave Act.

ARTICLE 19 - 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 of the employee's birthday.

* 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 funds (Enterprise Funds).

** 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 positions.

ARTICLE 20 - 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 as a witness for the City in any judicial/administrative forum.

ARTICLE 21 - VACATIONS

Section 1: Supervisory 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 within fifteen (15) 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 requests shall be approved or denied within a seven (7) calendar day period and will not be arbitrarily or capriciously denied.

ARTICLE 22 - 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 two (2) years of date of leaving, his/her seniority date will be adjusted by the length of absence. Seniority at the time the employee separated will commence where left off providing duration is within the timeframe indicated above.

(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 10, Lay-Off and Recall, and Article 21, 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 23 - EDUCATIONAL REIMBURSEMENT PROGRAM

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. Supervisory employees in an Enterprise Fund position shall be eligible to participate in the City Educational Reimbursement Program for undergraduate and graduate course work as follows:

(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 will be eligible to receive 100% reimbursement for any training necessary to maintain licensure or certification requirements.

(h) 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.

ARTICLE 24 - VOLUNTARY DEMOTIONS

Section 1: Any Supervisory 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 not be limited to supervisory positions and shall include positions within the Professional employee 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 he/she understands 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 25 - VEHICLES

Section 1: The following Supervisory positions shall receive a vehicle allowance of \$350.00 monthly in lieu of being provided a City vehicle.

Assistant Underground Utilities Manager

Engineering Support Services Manager

Operations Manager, Streets and Highways

Operations Manager, Buildings and Grounds

Underground Utilities Manager

Wastewater Treatment Plant Manager

Wastewater Treatment Plant Superintendent

Water Treatment Plant Manager

Water Treatment Plant Superintendent.

ARTICLE 26 - MERIT INCREASES

Section 1: The parties agree to the performance appraisal system currently in use, 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. 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.

Section 2: a) 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 above on their performance appraisal (FY 2008), will receive a two percent (2.0%) 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.

b) Those employees who are at or reach the maximum of the pay range and as a result have not realized the entire amount of the merit increase shall receive a one-time lump sum bonus equal to the difference between the calculated annual salary and the actual maximum of the range. Those employees receiving the full amount of the merit increase to their base salary will not be eligible for a lump sum payment.

Section 3: Effective October 1, 2009 and October 1, 2010 all employees in the bargaining unit shall receive a one and one-half percent (1.5%) merit increase in the same manner as described in Section 2 above.

Section 4: The one-time lump sum bonus payable under Sections 2 and 3 above shall be paid in the first full pay period of December in each year. Employees will be eligible for this bonus once during the term of the agreement.

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 Supervisory employees in Article 26, Section 3 (Merit Increases) and Article 27, 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 Supervisory 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.

ARTICLE 27- WAGES/LONGEVITY

Section 1: 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 funds (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. 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.

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 Supervisory employees in Article 26, Section 3 (Merit Increases) and Article 27, 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 Supervisory 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: Longevity

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 the 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.

Section 3: Longevity increases shall apply above and in addition to base salaries in Article 26.

Section 4: The salary range for Supervisory 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.

ARTICLE 28 - CERTIFICATION PAY

Section 1: Employees hired prior to October 1, 2002 in the categories shown below shall receive a five percent (5%) differential above their base rate of pay for possessing the following professional certifications:

Water Treatment Plant Manager	"A" Level Licensure
Water Treatment Plant Superintendent	"A" Level Licensure
Wastewater Treatment Plant Manager	"A" Level Licensure
Wastewater Treatment Plant Superintendent	"A" Level Licensure
Underground Utilities Manager	"A" Level Licensure
Assistant Underground Utilities Manager	"A" Level Licensure
Engineering Support Services Manager	Professional Engineer (FL)
Senior Project Manager	Professional Engineer (FL)

Employees may receive certification pay for one certification only. Effective October 1, 2005, certification pay may exceed the maximum of the pay range for those employees entitled to receive the differential as set forth in this Section, except that employees who enter the DROP after May 1, 2007 shall no longer receive the differential.

ARTICLE 29 - SAVINGS CLAUSE

Section 1: If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree to meet at a reasonable time to renegotiate a replacement provision.

Section 2: If any provision of this Agreement, or the application of such provision is in conflict with existing mandatory Federal or State Laws, or mandatory provisions of the City Charter, such provisions shall be renegotiated and the appropriate mandatory provisions shall prevail.

Section 3: If any provision of this Agreement, or the application of such provision, is increased or modified by action of the State Legislature, the parties agree to immediately reopen negotiations on that provision and that both parties agree to negotiate in good faith to reach an expedient resolution. If after the issue is raised by either party or no agreement has been reached within sixty (60) days, both parties agree to commence impasse resolution proceedings.

ARTICLE 30 - ORGANIZATIONAL CULTURE CHANGES

Section 1: 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 31 - ASSIGNMENT PAY

Section 1: Due to vacation, sick, or workload requirements Supervisory 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.

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. Supervisory to Senior Supervisory = Minimum of Paygrade or 2.5% (whichever is greater)
- b. Supervisory to Management/Executive = Minimum of Paygrade or 10% (whichever is greater)
- c. Senior Supervisory to Management/Executive = Minimum of Paygrade or 5% (whichever is greater)

ARTICLE 32 - 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, 2011.

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 Agreement provisions shall prevail.

Section 3: 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 13 but, rather shall be governed by F.S. 447.309.

Section 4: 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 _____, 2012.

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

APPENDIX I: PERC Certification 2000

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

HOLLYWOOD, FLORIDA, CITY
EMPLOYEES, LOCAL 2432,
AFSCME,

Petitioner,

v.

CITY OF HOLLYWOOD,

Respondent.

Case Nos. UC-2000-019
UC-2000-020
UC-2000-021

ORDER GRANTING UNIT
CLARIFICATION

Order Number: OOE-203
Date Issued: November 1, 2000

George H. Tucker, Coral Springs, attorney for petitioner.

James Carnicella, Hollywood, representative for respondent.

On July 6, 2000, the Hollywood, Florida, City Employees, Local 2432, AFSCME (Local 2432) filed unit clarification petitions seeking to clarify three bargaining units of City of Hollywood (City) employees it currently represents. See Hollywood Municipal Employees, Local 2432 v. City of Hollywood, No. 8H-RA-753-0157 (Fla. PERC Oct 22, 1975) (wall-to-wall bargaining unit, certification no. 151), clarified, 6 FPER ¶ 11101 (1980), clarified, 20 FPER ¶ 25083 (1994), clarified, 24 FPER ¶ 29278 (1998); Hollywood Municipal Employees, Local 2432 v. City of Hollywood, 25 FPER ¶ 30063 (1999) (professional unit, certification no. 1239) (supervisory unit, certification no. 1240). On July 11, the Commission appointed a hearing officer to develop a record upon which the unit placement of the affected classifications could be determined.

On August 16 and 31, and September 7, the parties filed stipulations concerning the unit placement of the affected classifications into the three bargaining units and the proposed exclusion of managerial and confidential employees. The hearing officer.

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accepted these stipulations and issued a recommended order on September 15, recommending that we clarify the three bargaining units in accordance with the parties' stipulations. On September 29, Local 2432 filed four exceptions to the recommended order.¹

All of the remaining exceptions pertain to inadvertent omissions or errors on the part of the hearing officer. In exception two, Local 2432 points out that, although the hearing officer recited the parties' stipulations supporting inclusion of the classification of labor pool in the wall-to-wall bargaining unit, he failed to mention this classification in his discussion and analysis regarding that unit or to recommend that the labor pool position be included in the unit. Upon our review of the recommended order, the parties' stipulations, and the supporting documents, we conclude that the hearing officer's failure to recommend the inclusion of the labor pool position in the wall-to-wall unit was inadvertent and that this classification is appropriate for inclusion in that bargaining unit. Therefore, we grant the exception and modify the recommended order accordingly.

In its third exception, Local 2432 calls our attention to the fact that the hearing officer placed the classification of project manager into the supervisory bargaining unit in his conclusions of law, despite having found earlier in his order that this classification should be added to the professional unit. Our review of the record reveals that this is a scrivener's error. Accordingly, exception three is granted and the hearing officer's

¹Local 2432's first exception merely recites that the unit clarifications were based upon the parties' stipulations. Since this exception does not raise any point of disagreement with the recommended order, it need not be addressed.

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conclusions of law are modified to place the classification of project manager in the professional bargaining unit.

Finally, in exception four, Local 2432 asserts that the hearing officer mistakenly omitted any reference to the classification of technical/business analyst despite the parties' stipulation and supporting information indicating that this classification should be included in the professional bargaining unit. Our review of the record indicates that Local 2432 petitioned for the technical/business analyst position to be included in the professional unit, but does not disclose any mention of this classification in the parties' stipulations. The position description for the technical/business analyst describes a professional, non-supervisory position. Moreover, we infer from the absence of any reference to this position in the original certification of this bargaining unit that it was created after the unit was certified. Therefore, we grant exception four and modify the recommended order to include the technical/business analyst position in the professional bargaining unit.

Having reviewed the entire record and resolved the exceptions to the recommended order, we agree with the hearing officer's analysis of the dispositive legal issue, his recommendations, and his conclusions of law, as modified above. Accordingly, we adopt the hearing officer's recommended order, as modified by our resolution of the exceptions, and clarify certification no. 151, the wall-to-wall bargaining unit; certification no. 1239, the professional bargaining unit; and certification no. 1240, the supervisory bargaining unit, as follows:

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The Wall-to-Wall Unit (certification 151)

INCLUDED: All full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year, including those in the following classifications: Accounting Clerk; Administrative Assistant; Administrative Secretary; Adult Program Supervisor; Air Conditioning/Refrigeration Mechanic; Animal Control Officer; Aquatics Director; Assistant Beach Patrol Superintendent; Assistant Community Development Coordinator; Assistant Housing Rehabilitation Specialist; Assistant Planner; Associate Planner; Automotive Mechanic; Automotive Service Helper; Beach Attendant; Beach Maintenance Supervisor; Bookkeeping Clerk; Budget Technician; Building Compliance Inspector; Building Inspector; Building Plans Examiner; Buyer; CAD Technician; Carpenter; Carpenter Supervisor; Cashier; Center Coordinator; Chief Building Inspector; Chief Building Plans Examiner; Chief Clerk; Chief Electrical Inspector; Chief Fire/Rescue Mechanic; Chief Mechanic; Chief Mechanical Examiner; Chief Permit Processor; Chief Plumbing Inspector; Chief Utility Mechanic; Citizen Resource Officer; Clerk II; Clerk III; Clerk Typist; Code Enforcement Officer; Collection Truck Operator; Communications Clerk; Communications Shift Supervisor; Communications Technician; Community Development Coordinator; Community Liaison Officer; Community Service Aide; Community Service Officer; Compliance Officer; Compliance Technician I; Computer Operator I; Computer Operator II; Computer Programmer I; Computer Programmer II; Contract Compliance Coordinator; Control Systems Supervisor; Crime Prevention Specialist; Crime/Intelligence Analyst; Cultural Arts Coordinator; Custodian; Data Entry Clerk; Dockmaster; Electrical Inspector; Electrical/Mechanical Supervisor; Electrician; Electro Technician; Engineering Inspector; Environmental Compliance Coordinator; Environmental Specialist; Equipment Operator; Facility Maintenance Technician; Field Services Superintendent; Financial Systems Analyst; Fingerprint Technician; Fire Equipment Technician; Fire/Rescue Apparatus Mechanic; Geographic Information Coordinator; Geographic Information Technician; Groundskeeper; Head Cashier; Heavy Equipment Operator; Housing Counselor; Housing Inspector; Housing Loan Processor; Housing Program Supervisor; Housing Rehab. Specialist; Identification Technician I; Identification Technician II; Identification Technician III; Information Services Specialist I; Information Services Specialist II; Crime/Intelligence Analyst; Inventory Control Specialist; Lab Technician; Laborer; Landscape Inspector; Latent Fingerprint Examiner; Lead Code Enforcement Officer; Lifeguard; Mail Courier; Maintenance Technician; Marina Attendant; Marina Security Guard;

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Marine Safety Lieutenant; Marine Safety Officer; Marine Safety Specialist
Marketing and Promotions Coordinator; Marketing Coordinator; Mechanical
Inspector; Meter Repair Technician I; Meter Repair Technician II; Microcomputer
Analyst I; Microcomputer Analyst II; Microcomputer Intern; Network Analyst;
Nursery/Landscape Supervisor; Occupational License Inspector; Packer Operator;
Painter; Park Ranger; Parking Enforcement Specialist; Parking Meter Checker
Supervisor; Parking Meter Technician; Parking Meter Technician Supervisor;
Payroll Coordinator; Permit/Violations Processor I; Permit/Violations Processor II;
Photo Lab Technician; Plant Operator I; Plant Operator II; Plumber; Plumbing
Inspector; Police Information Clerk; Police Storekeeper; Pool Lifeguard; Pool
Supervisor; Printer; Printing Supervisor; Process Control Systems Technician
(Analyst); Programmer/Analyst; Property Clerk; Property Survey/Records
Coordinator; Public Works Education Coordinator; Public Works Supervisor;
Rangemaster; Records Processor; Recreation Aide; Recreation Leader; Recrea-
tion Leader Trainee; Recreation Maintenance Aide; Recreation Maintenance
Manager; Refuse Collection Section Supervisor; Refuse Collector; Regulatory
Compliance Officer; Sanitation Equipment Mechanic; Safety & Loss Control Engi-
neer; School Crossing Guard; School Crossing Guard Leader; Secretary; Senior
Accounting Clerk; Senior Buyer; Senior CADD Operator; Senior Communications
Technician; Senior Pool Lifeguard; Senior Property Clerk; Software Analyst;
Sound and Light Technician; Special Events Coordinator; Special Events Super-
visor; Storekeeper; Storekeeper Supervisor; Stores Clerk; Stores Driver; Storm-
water Technician; Technical Theater Specialist; Telecommunicator I; Telecommu-
nicator II; Theater Assistant; Theater Specialist; Treatment Plant Mechanic I;
Treatment Plant Mechanic II; Urban Forest/Irrigation Supervisor; Utilities Service-
worker I; Utilities Serviceworker II; Utilities Serviceworker III; Utility Locator &
Inspector; Utility Maintenance Helper; Utility Shift Supervisor; Victims Advocate;
Capital Projects Education Coordinator; Communications Analyst; Special Events
Leader; Lead Custodian; CDL Licensed Labor Pool; Administrative Assistant II to
the Mayor and City Commission; Clerical Specialist II to the Mayor and City
Commission, and Labor Pool.

EXCLUDED: All fire fighters, police officers, supervisory, professional, managerial
(attachment A), confidential (attachment B) employees, temporary employees who
are employed in their job titles one year or less, grant employees who are
employed in their job titles one year or less, and seasonal employees working less
than 130 days per year.

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The Professional Unit (Certification 1239)

INCLUDED: All professional full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year, in the following classifications: Accountant II and III; Assistant City Engineer; Civil Engineer I, II, and III; Control Instrumentation Engineer; Director, Division Of Video and Television Services; Grant Assistant; Engineering Support Services Manager; Principal Planner; Revenue Auditor; Senior Accountant; Technical Systems Analyst; Urban Designer; Utilities Contract Accountant; Utilities Laboratory Manager; Water/Wastewater Systems Coordinator; Claims Manager; Human Resources Analyst; Senior Human Resources Analyst; Special Assistant to the Mayor and City Commission; Human Relations Analyst System Analyst; Traffic Engineer; Senior Budget Analyst Utilities; Revenue Analyst; Citizens Service Center Coordinator Technical Systems Manager; Architect; Process Control System Administrator; Chief Chemist-QA/QC Officer; Zoning Administrator; Engineer; Accountant; Senior Engineer/Fire Prevention; Senior Engineer, Engineer Registered; Utilities Contract Auditor; Project Manager, and Technical/Business Analyst.

EXCLUDED: Assistant City Attorney; Director, Office of Management and Budget; Director, General Finance Division; Municipal Prosecutor; Police Legal Advisor; Senior Assistant City Attorney; Special Litigation Counsel; and all other employees of the City of Hollywood.

The Supervisory Unit (Certification 1240)

INCLUDED: All supervisory full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year in the following classifications: Sanitation Supervisor; Stormwater Manager; Underground Utilities Manager; Utilities Maintenance Manager; Wastewater Plant Manager; Water Plant Manager; Beach Safety Superintendent; Cultural Arts Manager; Director, Division of Records and Archives; Records Manager; Recreation Programs Manager; Telecommunications Manager; Streets Superintendent; Senior Projects Manager; Community Development Manager; Fleet Maintenance Superintendent; Director, Television and Video Services; Operations Manager, Division of Buildings and Grounds;

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Operations Manager, Division of Streets and Highways; Forestry/Landscape Project Manager; Wastewater Maintenance Superintendent; Special Events Manager; Manager, Water Quality Services; Engineering Support Services; Director of Master Planning; and Executive Assistant (Mayor/Commission).

EXCLUDED: Assistant Director, Public Works; Deputy Director, Public Utilities-Technical Support; Director, Division of Computer Operations and Technical Services; Director, Division of Systems and Programming; Director, Real Estate; Employment and Compensation Manager; Environmental Services Manager; Career Development, Training, and Employee Relations Manager; Parking Operations Manager; Risk Manager; Treasury Manager; and all other employees of the City of Hollywood.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within thirty days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes, and the Florida Rules of Appellate Procedure.

It is so ordered.
POOLE, Chair, and JACKSON, Commissioner, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on November 1, 2000.

BY: Yang Ann Burns
Clerk

/bjk



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Appendix A (Managerial Employees)

Director, Office of Management and Budget
Director, Office of Public Relations
Deputy Director Public Utilities—Operations
Deputy Police Chief
Director, Office of Human Resources and Labor Relations
Director, Office of Parking Administration
Director, Dept. of Information Services
Director Dept. of Public Utilities
Director, Dept. of Financial Services
Director, Dept. of Public Works
Director, Dept. of Development Admin.
Director, Dept. of Parks, Recreation and Cultural Arts
Director, Office of Human Relations
Director, Purchasing and Materials Management
Employment and Compensation Manager
City Manager
Assistant City Manager
City Attorney
City Clerk
City Engineer
Chief Building Official
Fire/Rescue Chief
Police Chief
Director, Network Computer Services
Assistant to the Director, Department of Public Works
General Accounting Manager
Assistant to the Director, Division of Parks, Recreation and Cultural Arts
Assistant to the Director, Department of Design and Construction Management
Director, Department of Design and Construction Management
Director, Division of Community Planning
Director, Division of Code Enforcement

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Appendix B (Confidential Employees)

Administrative Assistant I to the Employment and Compensation Manager
Administrative Assistant II to the Assistant City Manager
Administrative Assistant II to Deputy Police Chief
Administrative Assistant II to the Director, Parks, Recreation and Cultural Arts
Administrative Assistant II to the Director, Development Administration
Administrative Assistant II to the Director, Financial Services
Administrative Assistant II to the Director, Information Services
Administrative Assistant II to the Director, Human Relations
Administrative Assistant II to the Director, Human Resources and Labor Relations
Administrative Assistant II to the Director, Management and Budget
Administrative Assistant II to the Director, Parking Administration
Administrative Assistant II to the Director, Public Utilities
Administrative Assistant II to the Director, Public Works
Administrative Assistant II to the Fire Chief
Administrative Assistant II to the Police Chief
Administrative Assistant II to the Director, Public Relations
Administrative Assistant III to the City Attorney
Administrative Assistant III to the City Manager
Deputy City Clerk to the City Clerk
Legal Secretary to the City Attorney
Paralegal to the City Attorney
Assistant to the City Manager
Equal Opportunity Manager

APPENDIX II: Classification Titles and Salary Ranges

Senior Supervisory and Supervisory Positions:

Senior Supervisory

Engineering Support Services Manager
 Operations Manager, Buildings and Grounds
 Operations Manager Streets & Hwys
 Underground Utilities Manager
 Water Treatment Plant Manager
 Wastewater Treatment Plant Manager

Supervisory

*Assistant Underground Utilities Manager
 Director, Records and Archives
 Environmental Services Supervisor
 Executive Assistant to Mayor and Commission
 Fleet Maintenance Coordinator
 Forestry/Landscape Manager
 Manager, Water Quality Services
 Marine Safety Chief
 Parking Garage/Meter Operations Supervisor
 *Parking Operations Superintendent
 Records Manager
 Recreation Manager
 Senior Project Manager
 Special Events Manager
 Stormwater Manager
 Streets Superintendent
 Telecommunications Manager
 *Wastewater Treatment Plant Maintenance Superintendent
 Wastewater Treatment Plant Superintendent
 *Water Plant Operations Superintendent

*These positions have not yet been submitted to P.E.R.C., the City and the Union have agreed to treat them as Supervisory positions until a determination has been made.

Pay Plans for Senior Supervisory and Supervisory

June 13, 2011 General Fund	Minimum	Maximum
Senior Supervisory:	\$51,529.37	\$99,904.74
Supervisory:	\$47,323.34	\$84,130.62

September 19, 2012 Enterprise Fund	Minimum	Maximum
Senior Supervisory:	\$55,707.43	\$108,005.12
Supervisory:	\$51,160.37	\$90,952.02

*Please refer to Article 27: Wages/Longevity for a description of the longevity benefit.

APPENDIX III: Sick Leave Pool Policy

HR-04-060: SICK LEAVE POOL
REVISED DATE: JUNE 1, 2004
LAST REVISION: JANUARY 1, 2001

PURPOSE:

The purpose of this program is to establish a Sick Leave Pool from which participating employees may receive benefits in cases involving non-work related catastrophic or long-term illnesses or injuries. This program is not intended to supplement or replace the short-term use of sick leave benefits.

POLICY:

An eligible employee may authorize sick or vacation leave to be charged from his/her accrued leave and transferred to a City-wide Sick Leave Pool account. This transfer is not refundable to the participating employee account, but entitles the employee to participate in certain extended sick leave benefits. This benefit shall not be in conflict with personnel policies relative to the approval of sick leave set forth elsewhere in this manual or in existing labor contracts.

There shall be a Sick Leave Pool Committee comprised of the Director, Human Resources, one member of the Executive Board of AFSCME, Local 2432, and one employee classified under the Professional Pay Plan to administer the Sick Leave Pool. One additional professional staff member of Human Resources shall serve as an ex-officio member of the Committee and will represent the Director, Human Resources his/her absence. The role of the Committee shall be to coordinate the review and approval process of individuals receiving benefits from the Sick Leave Pool. The decision(s) of the Committee affecting all aspects of the program will be final.

PROCEDURE:

1. Participation in the Sick Leave Pool shall be voluntary. Regular full-time employees within the General Employee ranks (non-sworn Fire and Police personnel), including all Executive, Management, Professional and Confidential employees, may participate in the Sick Leave Pool after completion of one (1) year of employment with the City as determined by January 1st in the first year of the program and October 1st for every year thereafter in any given calendar year and provided that such employee has a minimum accumulation of 96 hours of sick and/or vacation leave prior to the transfer of any sick or vacation leave to the program.

2. A participating employee may be granted Leave from the Pool only after depletion of all personal accrued sick, vacation, and compensatory leave credits. Sick leave withdrawn may only be used for non-work related catastrophic, long-term illnesses or injuries of the participating employees. The participating employee may initially be eligible to receive up to ninety (90) days of leave from the Sick Leave Pool Account. Requests for additional Leave from the Pool are subject to approval by the Committee.
3. Eligible participants must contribute eight (8) hours of accrued sick or vacation leave to the Pool once every twelve (12) months. If the Committee finds that an insufficient amount of Leave exists in the Pool, additional leave requests may be made from all participants. All leave contributed to the Pool shall be removed from the participating employees' leave accounts by the Payroll Office and shall be placed into the Sick Leave Pool Account. Participating employees will be required to re-enroll on an annual basis to continue participation in the program. Once enrolled, the requested amount of accumulated sick leave hours will be automatically deducted from the designated leave accounts of participating employees and credited to the Sick Leave Pool Account. Use of the Sick Leave Pool Account will be monitored by Human Resources and the Payroll Division.
4. A participating employee shall be allowed to "donate" to the pool up to eight (8) hours of any unused or unpaid sick or vacation leave from his/her individual leave balances at the time of retirement or at the end of each leave year (September 30th). The ten (10) days of mandatory use of vacation leave by Executive, Management and Professional employees may not be used toward the contribution of time for the Sick Leave Pool.
5. Participation requests shall be made in writing to Human Resources. Prior to authorizing the use of leave from the Pool, the Sick Leave Pool Committee shall require medical certification of the accident, illness, or injury for the individual in which the use of Pool Leave is requested and any other medical information concerning anticipated duration of the condition and outlook for recovery. The official sick leave record of the requesting employee may also be reviewed prior to any authorization of sick leave pool benefits. Such review will be used to determine if an employee has abused his/her sick leave prior to the request of leave from the Pool. All medical records and information shall remain confidential with the Sick Leave Pool Committee.
6. A participating employee who withdraws sick leave hours from the Pool will not be required to replace those hours, except as a regular contributing member of the Pool.
7. Any Leave hours contributed to the Sick Leave Pool will be permanently forfeited to the pool and shall be used exclusively for the purpose of carrying out the Pool's objectives.

8. Any sick leave contributed to the Sick Leave Pool by a participating employee shall be forfeited upon the employee's cancellation of membership in the Pool, retirement, or termination from City employment.
9. Policy HR-04-071.1 "Unfunded Payroll Deductions" will apply to this type of leave.

APPENDIX IV: Family Medical Leave Policy

HR-050 FAMILY LEAVE
REVISED DATE: JULY 1, 2008
LAST REVISION: JANUARY 24, 2005
AUTHORIZATION: FAMILY AND MEDICAL LEAVE ACT OF 1993

PURPOSE:

To outline the conditions under which leave in conformance with the Family and Medical Leave Act (FMLA) of 1993 may be requested by an employee or designated by the City. Effective December 14, 2007, the federal Family and Medical Leave Act entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Service member FMLA"). This policy provides for time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work.

POLICY:

A family or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year (12 months) under particular circumstances that are critical to the employees or their family members. The twelve (12) month period shall consist of the time beginning with the approved leave and extending over the subsequent twelve (12) months. Leave may be taken:

- ◆ on the birth of an employee's child;
- ◆ on the placement of a child for adoption or foster care with an employee;
- ◆ when an employee is needed to care for a child, spouse, parent, or registered domestic partner who has a serious health condition; or
- ◆ when an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition, regardless of whether it was the result of an "on or off" the job circumstances.

Unless otherwise provided for in a collective bargaining agreement, all regular employees are eligible for leave under this policy if employed by the City for at least twelve (12) months and if they have worked at least 1,250 hours during the twelve (12) month period immediately preceding the requested leave. Leave will be in accordance with the Family and Medical Leave Act of 1993 and all questions concerning this policy shall be controlled by the Family and Medical Leave Act of 1993.

Leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious health condition of the employee or his/her spouse, domestic partner, child or parent.

Spouses or registered domestic partners who are both employed by the City are entitled to a total of twelve (12) weeks leave (rather than 12 weeks for each spouse) for the birth or placement in adoption or foster care.

Service member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Service member FMLA:

- When Leave is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- Service member FMLA runs concurrent with other leave entitlements provided under federal law.

PROCEDURE:

Requested Leave

Employees requesting Family Leave will be required to utilize accrued sick or annual leave benefits before becoming eligible for the unpaid leave. Use of accrued sick or annual leave by the employee will be counted as part of the family leave time entitlement. Employees will continue to be eligible for health and life insurance coverage during the leave of absence.

Employees requiring the use of Family Leave must submit a written request to their Department Head no later than thirty (30) days prior to the need for such leave unless it is an unforeseeable emergency. When the leave requested pertains to family leave to care for a child, spouse, domestic partner, parent, their own serious health condition, or family member called to active duty in the Armed Forces, the City may require the employee to provide medical certification from an appropriate health care provider or Armed Forces Activation orders. Each employee requesting Family Leave will receive written notification from the City regarding his or her approval/disapproval for the Family Leave request.

Designated Leave

The Department/Office must designate FMLA when any illness meets FMLA qualifications. Once the Department/Office has become aware that the leave is being taken for an FMLA reason, the Department/Office must promptly notify the employee and Human Resources that the leave will be counted as FMLA. This notice may be oral, but will be followed by written notification/confirmation from Human Resources.

An employee returning from Family Leave is entitled to the position held before the Family Leave began, assuming that the position is vacant. If the former position is not vacant, the employee will be offered an equivalent position with no reduction in salary or benefits. Questions regarding more specific details should be directed to Human Resources.

Policy HR-071.1 "Unfunded Payroll Deductions" will apply to this type of leave.

APPENDIX V: Performance Review Form

City of Hollywood Supervisory Performance Review

Employee Name:
 Department:
 Division:
 Job Title:
 Reviewer Name:
 Reviewer Title:
 Last Review Date:
 Review Period Start:
 Review Period End:
 Next Review Date:

PERFORMANCE ELEMENTS

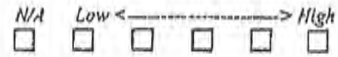
Initiative

	N/A	Low	←	→	High
Volunteers readily	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undertakes self-development activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seeks increased responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Takes independent actions and calculated risks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Looks for and takes advantage of opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asks for help when needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Communications

	N/A	Low	←	→	High
Expresses ideas and thoughts verbally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expresses ideas and thoughts in written form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibits good listening and comprehension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps others adequately informed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Selects and uses appropriate communication methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUMMARY



RATING RANGES

- 4.75 to 5.00 Outstanding
- 3.99 to 4.74 Exceeds job requirements
- 3.00 to 3.98 Meets job requirements
- 1.75 to 2.99 Needs improvement
- 1.00 to 1.74 Unsatisfactory

PLANS FOR IMPROVEMENT

FUTURE GOALS

EMPLOYEE COMMENTS

REVIEWER COMMENTS

Employee Acknowledgment

I have reviewed this document and discussed the contents with my manager. My signature means that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

Employee Signature/Date

Reviewer Signature/Date

Human Resources Signature/Date

APPENDIX VI:
(RESERVED)

APPENDIX VII: Letter of Understanding Workers' Compensation Supplemental Pay

LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is entered into between the CITY OF HOLLYWOOD (hereinafter, the "City"), and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME").

WHEREAS, Article 12, Workers' Compensation/Supplemental Compensation of the Employee Organization Agreement between the City of Hollywood and AFSCME Local 2432 Supervisory Bargaining Unit, provides for employees who become eligible for Workers' Compensation benefits due to a job-related injury or illness to receive from the City the identical wages and benefits which the employee would receive if working;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and AFSCME do hereby stipulate and agree as follows:

1. Effective the first of the month the City will change the method of supplementing the workers' compensation benefits to the "paying wages in lieu of comp" method.
2. Employees will no longer receive a benefit check from the City's third party administrator and will no longer have an amount deducted from a future paycheck.
3. Employees will receive a full paycheck from the City on a bi-weekly basis while in a workers' compensation status.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

Effective this 6th day of June, 2005

FOR THE CITY

[Signature]
Director
Human Resources

6/6/05
Date

FOR AFSCME

[Signature] 5/26/05
Ralph Dierks Date

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: [Signature]
DANIEL L. ABBOTT
CITY ATTORNEY

APPENDIX VIII:

Evaluation Date Letters

[Faint, illegible text, likely bleed-through from the reverse side of the page]



CITY of HOLLYWOOD, FLORIDA

James Carnicella
Director

COPY

(954) 921-3213

March 23, 2000

HUMAN RESOURCES DIV.
MAR 23 PM 3:33

Mr. Ralph Dierks
President, AFSCME, Local 2432
2415 Hollywood Boulevard
Hollywood, FL 33020

Dear Ralph:

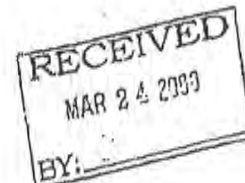
This letter serves to clarify the manner in which new hire merit increases for Supervisory Unit employees and Professional Unit employees will occur.

Supervisory and Professional Unit employees hired before July 1st shall be entitled to annual salary increases/adjustments, effective the October 1st after their date of hire. Employees hired on or after July 1st shall not be entitled to an annual increase on the October 1st after the date of hire. These employees will become eligible for an annual increase on the subsequent October 1st (maximum of 15 months for eligibility). This process shall replace any employee in a pro-rated status.

Sincerely,

James E. Carnicella

c: Department and Office Directors
Employment and Compensation Manager
Payroll



DIVISION OF HUMAN RESOURCES / P.O. Box 229045 / Hollywood, Florida 33022-9045 / Fax (954) 921-3487

"An Equal Opportunity and Service Provider"



CITY of HOLLYWOOD, FLORIDA

Samuel A. Fitz
City Manager

January 22, 2002

(954) 921-3201

Mr. Ralph Dierks
President, AFSCME, Local 2432
2415 Hollywood Boulevard
Hollywood, FL 33020

HUMAN RESOURCES DIV.
2002 JAN 22 PM 5:03

RE: Zabric Grievance

Dear Ralph,

The City is willing to settle the grievance filed by Mr. William Zabric in regard to Article 5.01 of the AFSCME Bargaining Unit Agreement issue in the following manner:

Mr. Zabric will receive a merit increase correspondent to his October 1, 2000 performance evaluation score. If an evaluation was not completed on this date, it will be completed at this time and will be based on his performance the preceding year. This increase shall be retroactive to October 1, 2000. Applicable subsequent salary increases and/or adjustments, if any, will also be applied.

The City believes this grievance was untimely; however, the parties understand that this settlement agreement is applicable to this particular circumstance only and will be non-precedent setting and non-binding. The City recognizes that the resolution of the above-referenced matters in a manner favorable to interests of the parties cannot be reasonably predicted and that further administrative action will require the expenditure of significant funds and resources by all parties.

Furthermore, this agreement serves to include promotions in the letter dated March 23, 2001 from Mr. James Carnicella. Specifically, supervisory and professional unit employees hired or promoted before July 1st shall be entitled to annual salary increases/adjustments, effective the October 1st after their date of hire or promotion.

Sincerely,

Gail Reinfeld
Interim Director, Human
Resources & Risk Management

FOR THE CITY

Gail Reinfeld, Interim Director, Human Resources

Date 1/22/02

FOR THE UNION

Ralph Dierks, President, AFSCME, Local 2432

Date 1/22/02

© Samuel A. Fitz, City Manager
Whit Van Cott, Director, Public Utilities
OFFICE OF THE CITY MANAGER / 2600 Hollywood Blvd. / P.O. Box 229045 / Hollywood, Florida 33022-9045 / Fax (954) 921-3314

"An Equal Opportunity and Service Provider Agency"

APPENDIX IX: Employment Rules and Regulations, Subsection (P) "Chemical Intoxication"

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.

ATTACHMENT I

LETTER OF UNDERSTANDING (SUPERVISORY)

This Memorandum of Understanding is entered between the City of Hollywood (hereinafter "City") and the American Federation of State, County and Municipal Employees, Local 2432 (hereinafter "Union") for the purpose of amending the existing Collective Bargaining Agreement that covers the Supervisory employees (hereinafter CBA) between the City and the Union.

WHEREAS, the City and the Union negotiated a CBA which expires on September 30, 2011; and

WHEREAS, the City and the Union have engaged in collective bargaining negotiations to discuss changes to the CBA that will help the City address a significant budget deficit for Fiscal Year 2010/2011 (October 1, 2010 - September 30, 2011); and

WHEREAS, the City and the Union have reached a tentative agreement, subject to ratification, regarding modifications of the CBA.

NOW THEREFORE, the parties agree the CBA shall be amended as follows:

1. The 2.0% Wage Increase for all Supervisory employee bargaining unit members scheduled to be received on October 1, 2010 for Fiscal Year 2010/2011 pursuant to Article 27 Section 1 of the parties' CBA shall be suspended through September 30, 2011. The above scheduled suspended wage increase shall now be received by Supervisory employee bargaining unit members on October 1, 2011 unless modified by agreement of the parties or through the procedures of Section 447.403, Florida Statutes, pursuant to an Article 27 Section 1 wage reopener for Fiscal Year 2011/2012, as more specifically set forth in Paragraph 4, below. Attached

agreement or imposition under Section 447.403, Florida Statutes, prior to its September 30, 2012 expiration.

6. In exchange for the suspension of Wage and Merit Pay increases, the City agrees not to reduce the work force/lay off/furlough/displace or otherwise involuntarily remove from their present City position any bargaining unit employee in the Supervisory unit from October 1, 2010 through September 30, 2011 with the sole exception of those employees occupying the bargaining unit positions on Attachment II representing positions eliminated as a result of reorganization. This does not include such removals caused by the elimination or reduction of a grant, or other budget related significant situation(s) that occur(s) unexpectedly and require(s) immediate attention and which could not have been reasonably anticipated at the time that Fiscal Year 2010/11 budget was adopted. This also does not include removals for "just cause" or probationary rejection.
7. This Letter of Understanding is also based upon the representation of the City of Hollywood that giving up the above-noted wage and merit increases, which will save approximately \$1.6 Million, will avert approximately forty (40) employees from losing their employment with the City in the layoff that was scheduled to begin taking effect in October 2010.

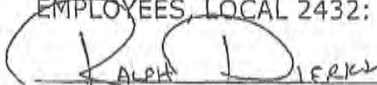
Please affix your signature to the appropriate signature line indicating agreement to this Letter of Understanding.

CITY OF HOLLYWOOD:


Cameron D. Benson
City Manager

Date: 11/16/10

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 2432:


Ralph Dierks, President

Date: 10/28/10

ATTACHMENT II

PDN	TITLE	DEPARTMENT
2042-0293-1054-016	Secretary	Police
2042-0293-1054-015	Secretary	Police
2042-0293-1054-004	Secretary	Police
2042-0293-1054-005	Secretary	Police
2042-0293-1058-004	Administrative Secretary	Police
2042-0293-1054-003	Secretary	Police
2042-0293-1054-008	Secretary	Police
2042-0293-1054-014	Secretary	Police
2042-0293-1054-017	Secretary	Police
2042-0293-1054-010	Secretary	Police
1241-0000-9999-001	Laborer	Public Works
2042-0293-1054-013	Secretary	Police
9160-0000-3033-001	Crime/Intelligence Analyst	Police
9156-0000-1058-001	Administrative Secretary	Community Development & Code Compliance
9158-0000-5202-001	Housing Inspector	Community Development & Code Compliance
1480-0000-9057-001	Utilities Contract Technician	Public Utilities
4034-0000-5021-001	CAD Technician	Public Utilities
*5334-0000-5039-003	Architect	Public Utilities

*Funded through March 31, 2011

ATTACHMENT II



CITY of HOLLYWOOD, FLORIDA

Office of Human Resources and Risk Management

2600 Hollywood Blvd. • Room 206 • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3218 • www.hollywoodfl.org

Gail H. Reinfeld
Director

February 1, 2011

Ralph Dierks
President, Local 2432 AFSCME
2415 Hollywood Boulevard
Hollywood, FL 33020

Re: Letter of Understanding Regarding Article 8 "Pension and Pension Plan" of the Supervisory Collective Bargaining Agreement Substituting the City Pension Ordinance for the City Charter in Appendix "D" of the Collective Bargaining Agreement


The purpose of this letter is to clarify and agree upon language in Article 8, Section 1 of the parties' Collective Bargaining Agreement ("CBA") reflecting the City of Hollywood's decision to remove the Pension Plan from Article X(10) of the City Charter and place it into Sections 33.025 through 33.031, inclusive, of the City's Code of Ordinances.


Article 8, Section 1 of the Supervisory Unit CBA shall read as follows:

Employees shall receive pension benefits according to the provisions of Sections 33.025 through 33.031, inclusive, of the City's Code of Ordinances, a copy of which is attached hereto and incorporated into this Agreement in Appendix "D".

Please affix your signature to the appropriate signature line indicating agreement to this Letter of Understanding.

Sincerely,


Ralph Dierks
President, AFSCME Local 2432


Gail Reinfeld
Director of Human Resources and Risk Management



Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect. We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

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