

rate increase for dependent coverage imposed by the company contracted with, the City agrees to pay one-half (1/2) of the increase in such health insurance dependent coverage premium.

Sec. 4: The City and the Union agree that the City shall not pay a greater cost for health benefits for members to enroll in either of the two (2) offered HMO's than it would had they remained in the group covered by the City's Life and Health Insurance Company as outlined in sections 2 and 3 of this article. Any additional expense shall be borne by the employee and shall be paid by the employee through payroll deduction. Employees shall not be permitted to transfer membership from one health benefits plan to another except during the yearly group enrollment period.

Sec. 5: The City shall continue to provide a term life insurance policy in the face amount of \$10,000.00 with double indemnity provision, for each employee; said term shall be for the term of active employment of the employee and shall cease upon the employee's termination of service for any reason. There shall be no optional dependent life insurance coverage provided. The City agrees to increase the term life insurance policy for each employee to \$15,000.00, effective 10/1/85.

ARTICLE 25

SAFETY COMMITTEE, EQUIPMENT AND APPAREL

Sec. 1: The Employer and the Union recognize the importance of an adequate Safety Program. The Union agrees to select a three (3) member Safety Committee. The Employer agrees to assign the Safety Supervisor to meet on a regular monthly basis with the Union Safety Committee to review the adequacy of the Safety Program, and to submit a written report of such meetings to the City Manager or his designee.

Sec. 2: The Employer agrees to institute safety inspection programs on a semi-annual basis on all aerial vehicles. These inspections are to be made by qualified personnel. If any safety equipment or apparel is required by the City in any work area, such equipment or apparel shall be

furnished by the City at no cost to the Employees. Failure of Employees to wear said furnished apparel or to use said furnished equipment, may result in disciplinary action. If any agency other than the City of Hollywood requires wearing or use of safety equipment or apparel the parties will negotiate the cost.

Sec. 3: Employees who are required to wear eye protection under OSHR #12, effective 4/22/75 sub (3) Policy Procedure, sub (A) 1 through 10 and wear prescription glasses will be reimbursed the cost differences not to exceed \$25.00 per year, between regular prescription glasses and industrial safety glasses. Prior to utilization, employees shall make a request in writing and receive written approval from their Department or Division Head, proof of purchase and payment shall be submitted through channels.

Sec. 4: In the event said glasses are broken during the course of employment, as a result of being struck by an object as outlined in 3A referenced above, the City shall pay the full reasonable replacement cost unless employee's carelessness caused the loss.

Sec. 5: Sanitation workers shall be furnished one (1) pair each year, hard-soled work shoes, as required by the City at no cost to the employees.

Sec. 6: If an employee believes he is being required to work under unsafe conditions, he shall notify in writing his immediate supervisor who will investigate the condition within one working day and take corrective action, if warranted. The supervisor will respond in writing to the employee within two (2) working days.

ARTICLE 26

WORK RULES

Sec. 1: The City will provide the Union with a copy of any written work rules affecting Employees covered by this Agreement, that are instituted or modified during the term of this Agreement.

ARTICLE 27

UNION BULLETIN BOARDS

Sec. 1: The Employer will make available to the Union a minimum of twenty (20) 2' x 2' Bulletin Boards to be used for

the posting of Union Notices and other Union information. The Union and Management will agree upon the location of said boards. However, such bulletin boards will not be placed in areas readily accessible to the general public.

Sec. 2: Notices will be posted only with the prior approval of the President of Local 2432.

ARTICLE 28

LAY-OFF AND RECALL

Sec. 1: For the purpose of determining lay-off order, seniority lists shall be established by the Employer.

Sec. 2: Seniority lists shall be established for each class of position affected by a reduction in force. All Employees occupying positions in the affected class shall be placed on a seniority list according to the number of consecutive years service with the City. As each position is abolished, the Employee lowest on the seniority list for that class of position shall be removed from employment in the class.

Sec. 3: An Employee whose job is abolished shall have the option of bumping either laterally or downward in a job classification for which the Employee is reasonably qualified, based on City-wide seniority.

Sec. 4: Permanent Employees demoted or laid off shall be granted the option of displacing a temporary, provisional or probationary Employee occupying a position in the class for which the permanent Employee is qualified by utilizing the City-wide seniority.

Sec. 5: Employees laid off in accordance with these rules and regulations shall be granted first consideration for appointment to any vacancies in a class of position for which they qualify and possess City-wide seniority. The order of reemployment appointments made under this section shall be according to seniority earned with the City prior to lay-off.

Sec. 6: All Employees affected by lay-off, demotion or transfer under this section shall be returned to the class position held prior to such action as vacancies occur in the

individual-by-individual basis.

Sec. 4: (C) Community Service Officers who are assigned to road patrol will be furnished personal storage lockers:

(1) provided such lockers are available after all Police Officers have been issued such storage lockers.

(2) assignment will be made based upon City-wide seniority.

ARTICLE 24

LIFE AND HEALTH GROUP BENEFITS PLAN

Sec. 1: For the purposes of this Article:

(a) a Life and Health Insurance Company is defined as a recognized group insurance company, selected and approved by the City Commission which provides life and health insurance on a group basis:

(b) a Health Maintenance Organization (HMO) is defined as a federally qualified health maintenance organization that has a designated service area including Broward and Dade Counties, Florida.

Sec. 2: The City shall provide group health insurance for its regular, full-time employees, subject to the following conditions:

(a) the benefit levels as provided in the current program will be maintained unless there is a change in the company providing the same; in which event, the benefit levels will be comparable;

(b) the premium paid by the City shall be the full, single coverage premium for the employee.

Sec. 3: The City shall make available optional dependent coverage as part of the master health insurance contracts, dependent eligibility in accordance with the terms thereof; premium costs for such dependent coverage shall be borne by the participating employees. In the event there is a

- (C) Public Works - Property Maintenance
 - Refrigeration Mechanic
 - Plumber
- (D) Public Works - Garages: Central, Police, Fire
 - Chief Mechanic
 - Automotive Mechanic
 - Automotive Serviceman
- (E) Police Department
 - I.D. Technicians
- (F) Public Utilities ⁽¹⁾
 - Water Plant Personnel
 - Water Distribution Personnel
 - Sewer Collection Personnel
 - Sewer Plant Personnel
 - Sanitation Garage Personnel
 - Clerical and office persons
- (1) excluding
 - (G) Leisure Services
 - Maintenance Personnel at Orangebrook
 - Golf Course including Auto Mechanic and Auto Serviceman.

Sec. 4: (A) Civilian police personnel are issued uniforms and are required to maintain and launder them; they do not receive laundry service except as indicated in Sec. 3 above.

(B) Replacement of issue items will be furnished by the City to Civilian Police and Fire personnel, on a turn-in, reissue basis, due to being worn-out or damaged, up to the following maximums, each year:

<u>Quantity</u>		<u>Item Description</u>
<u>Inside Personnel</u>	<u>Outside Personnel</u>	
2 each	3 each	short sleeve shirts
1 each	2 each	trousers
	1 each	baseball type cap

Any other uniform replacements will be determined on an

class, in order of standing on the appropriate seniority list.

Sec. 7: Any employee, whose name is listed on a recall list as a result of a reduction in force, who refuses a recall for any reason, will have his name stricken from said list and will have no further right to recall.

ARTICLE 29

GRIEVANCE PROCEDURE AND ARBITRATION

Sec. 1: 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 set forth the facts pertaining to the alleged violations, and such grievance shall be limited to the application and interpretation of this Agreement. A grievance must be communicated to the Employer in writing by the Employee or the Union within ten (10) working 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.

Sec. 2:

Step 1:

The aggrieved Employee shall present in writing his grievance to his Division Head or his designee and if the Employee desires, he will be accompanied by his Union Steward. The grievance will be dated and signed by the Employee and his Steward. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Division Head or his designee shall reach a decision and communicate it in writing to the aggrieved Employee within five (5) working days from the date the grievance was presented to him.

Step 2:

If the grievance is not settled at the first step, and the Employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Department Head, within three (3)

working days. The Department Head or his designee shall within five (5) working days following receipt of the written grievance conduct a meeting between himself, his designee, the Union Steward, or Union representative at a time mutually agreeable to both parties. The Department Head, or his designee shall notify the Union in writing of his decision not later than five (5) working days following the meeting date.

Step 3:

If the grievance is not settled at the second step, the Union within three (3) working days shall forward the written grievance to the office of the City Manager. The City Manager or his designee shall meet with the Union Steward or Union representative within ten (10) working days after receipt of the grievance unless such time is mutually extended in writing. The City Manager shall furnish a copy of his decision in writing to the Union within five (5) working days after the meeting, unless this period is extended by mutual agreement in writing. **Step 4:**

If the grievance is not settled at Step 3 above, the grievance shall be submitted, within ten (10) working days, to arbitration under the rules of the American Arbitration Association, and the award of the arbitrator shall be final and binding on both parties.

Sec. 3: RULES FOR GRIEVANCE PROCESSING:

It is agreed -

A. The grievance shall be submitted on the Official AFSCME Grievance Form. Non-members can use an alternate form.

to those employees who are required to wear uniforms; color, style and fabric of said uniforms shall be determined by the City. Employees shall be required to wear and maintain uniforms (where laundry service is not supplied). Employees terminating their employment shall be required to return such uniforms prior to receiving their final pay checks. Wearing of City supplied uniforms while engaged in non-City work or recreational activities is prohibited.

Sec. 3: The City recognizes that certain occupations would subject the uniforms to soiling conditions that would require commercial laundry services. To that extent, the City agrees to furnish full laundry service to only those classifications assigned to certain divisions, as listed below:

(A) Public Works - Streets Maintenance

Maintenanceman

Foreman II

Equipment Operator

Laborer

Electrician

Street Light Electrician

(B) Public Works - Forestry/Landscaping

Irrigation Crew

Nursery Crew

Tree Crew - Heavy Equipment Operator only; standard issue uniforms without laundry service for balance of crew. City will inspect tree crew and will determine if laundry service is warranted for any other members of crew.

Right-of-Way Crew - State licensed individual applying chemicals and any subordinate personnel who apply the chemicals only; standard issue uniforms without laundry service for balance of crew.

the election date.

Sec. 3: The City shall grant such requests provided the requirements of Sec. 2 are met, and further provided same will not substantially hinder the regular operation of the division.

ARTICLE 22

SUB-CONTRACTING

Sec. 1: If the City believes that it is necessary to contract out or sub-contract work where the direct effect would result in the lay-off of employees, the City shall meet with the Union prior to making any such decision. The Union shall have the opportunity to present alternative proposals to the administration before the administration submits its recommendations to the City Commission; thereafter, the Union shall have an additional opportunity to present its alternative proposals to the City Commission prior to the commission making the final decision on the matter. If the decision is then made to contract out or sub-contract work, any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions.

Sec. 2: The City agrees that it will include in every contract with a sub-contractor a provision that the sub-contractor is urged by the City to hire as many of its (City's) displaced employees as possible in order to provide a continuity in service.

ARTICLE 23

WORK UNIFORMS AND LAUNDRY

Sec. 1: The Union recognizes the City's need for appropriate dress and/or uniformity of apparel among its various employees who are covered by this Agreement. To that extent, the Uniform Committee shall review annually standards of dress and appearance, color, fabric and style. Such standards shall not be unreasonable.

Sec. 2: The City agrees that it will issue work uniforms to those employees who are required to wear uniforms

B. Time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

C. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved Employee and/or the Union. A decision rendered shall be written to the aggrieved Employee and the Union, and shall be dated and signed by the Employer's representative at that step.

D. When a written grievance is presented, the Employer's representative shall acknowledge receipt of it and the date thereof in writing. E. A grievance not advanced to the higher step within the time limit 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's representative to answer within the time limit set forth in any step will entitle the Employee to proceed to the next step.

F. The cost of the Arbitration shall be borne equally by both parties; provided, however, either party requesting a transcript of the hearing shall bear the cost of same.

G. An Employee who has rights under this grievance procedure shall have the option of utilizing this grievance procedure or, if available to the Employee, the Civil Service appeal procedure, but such Employee cannot use both the grievance procedure and the Civil Service appeal.

ARTICLE 30

MATERNITY LEAVE

Sec. 1: A pregnant employee will be permitted to work during the term of her pregnancy, with the consent of her

physician.

Sec. 2: Accrued sick leave will be authorized for pregnancy as for any other illness.

Sec. 3: An employee covered under this Agreement shall be granted a maternity leave of absence without pay for a period of up to four (4) months, and upon further written request of the employee, the Department Head may extend the leave up to an additional eight (8) months.

Sec. 4: An employee on sick leave or maternity leave without pay shall be required to submit a certificate signed by her physician permitting her return to work. An employee returning to work after such leave shall maintain seniority or other benefits as provided in the Agreement.

Sec. 5: An employee working during the term of her pregnancy will not be denied the benefit of any personnel decision such as promotion, voluntary transfer, or selection for training, because of her pregnancy, which would have been made as promotion or transfer to positions with different physical demands.

Sec. 6: Upon the birth or adoption of a child, the male employee shall be granted one (1) week (40 hours) unpaid leave, or the employee may use one (1) week (40 hours) of accrued vacation leave, at the employee's option. In the case of adoption only, this shall also apply to female employees.

ARTICLE 31

SAVINGS CLAUSE

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 will sit to renegotiate a replacement provision.

ARTICLE 32

HOLIDAYS

Sec. 1: The following legal holidays will be observed:

vacation days for that calendar year. No more than four (4) sick leave days can be converted to vacation days in any calendar year.

Sec. 4: Employees terminating their employment with the City, for any cause whatsoever, prior to completing five (5) years of continuous service shall forfeit all unused sick time. Employees having completed five (5) years of continuous service will thereafter, upon permanently terminating their employment with the City, be entitled to payment covering their unused accrued sick leave, or it may be paid to the employee's estate at death, if death occurs while the employee is employed by the City. These provisions shall apply regardless of the circumstances of the termination; and more specifically, whether it was voluntary or involuntary is immaterial. The options chosen by all covered employees in 1980 shall remain in full force and effect.

Sec. 5: Sick leave pay is authorized only for personal illness and not for personal business. Department Heads may require proof of illness in cases of chronic or repeated illnesses. Excessive use of sick leave shall be considered a serious offense and may be grounds for disciplinary action.

ARTICLE 21

VOTING TIME

Sec. 1: In order to vote in general elections and primaries held prior thereto, employees covered by this contract who make a request to their Division Head or Supervisor in charge of the Division, may be allowed one (1) hour off without loss of pay at the start or end of their shift to vote in State, County, City or National elections, provided such requests may not be unreasonably denied.

Sec. 2: In order to be granted time off, an employee must sign a Voting Roster five (5) working days before the election date, and present a valid voter's registration card. The Division Head or Supervisor will post a list of personnel and the time off granted at least two (2) working days before

Sec. 6: Explanation of all City Pension Plans to be distributed to all participants. Such explanation shall be written in laymen's terms.

ARTICLE 19

REST PERIODS

Sec. 1: Each employee shall be granted two (2) fifteen (15) minute rest periods with pay on a regular basis except at times of operational problems. The first rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and the second rest period will be scheduled approximately mid-point in the second one-half of the employee's regular work-shift.

ARTICLE 20

SICK LEAVE

Sec. 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.

Sec. 2: In order to qualify for sick leave pay, employees on shift work must notify their Supervisor of their illness as soon as practicable but not later than one-half hour prior to the start of their scheduled shift; non-shift personnel within one-half (1/2) hour after shift starts, except in case of emergency; such notification shall be made each day of illness absence, by the employee or a responsible member of his household, unless the employee is hospitalized, or under doctor's care.

Sec. 3: Sick leave shall be allowed to accrue without limit. When employees have accumulated fifty (50) sick leave days, they shall have the option of converting the next four (4) sick leave days to vacation days. In any case, the employee's entire sick leave accumulation on January 1st shall be the deciding factor for converting sick leave days to

New Year's Day

George Washington's Birthday (President's Day)

Memorial Day

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Eve. (one-half (1/2) day

Christmas Day

New Year's Eve, one-half (1/2) day Emp-

loyee'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.

Sec. 2: In addition to the above listed Holidays, there is one (1) additional Holiday, which shall be either the day after Thanksgiving, the day after Christmas, the full day before Christmas, or the full day before New Year's Day, in the City's discretion, after discussion with the Union. The City shall designate this additional Holiday at least three (3) months in advance.

Sec. 3: Personnel working on a regular ten (10) hour work schedule, who are scheduled to work on a holiday, and are unable to work due to illness, will receive ten (10) hours pay for that date, none of which is chargeable to sick leave.

Sec. 4: Non-sworn Police Department employees, employees of Beach Safety and the Golf Course who have their Holidays added to their vacation will continue this practice, and in addition, will receive two (2) floating holidays per calendar year. Said Holidays must be requested ten (10) working days in advance of the date requested. In the event of manning and scheduling conflicts, Management reserves the right to deny the request for a particular day. In any event, subject

personnel will receive two (2) floating holidays off each contract year.

Sec. 5: Martin Luther King's Birthday: The Congress of the United States has established Martin Luther King's birthday as an official holiday effective January 1986; at that time, such holiday shall be automatically included and considered one of the recognized holidays granted under the terms of this Article, as outlined and listed in Section 1.

ARTICLE 33

OFFICIAL DUTY USE OF PERSONAL VEHICLE

Sec. 1: Whenever an Employee covered by this Agreement is authorized, in writing, by his Department/ Division Head, to use his own vehicle in the performance of his official City duties, the Employee will be compensated at the rate of twenty-one cents (.21) per mile for such use.

Sec. 2: If the mileage allowance as authorized by State Statute (F.S. 112.061) is changed from the current twenty-one cents (.21) per mile, this contract allowance (Sec. 1 above) shall be automatically adjusted to equal the State authorized allowance.

ARTICLE 34

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) 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, grandparents, step-mother, and step-father. 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 stepchildren who at any time prior to their death were legal dependents of the employee.

ARTICLE 18

PENSION AND PENSION PLANS

Sec. 1: The City and the Union recognize that there are two (2) pension (retirement) plans currently in existence, that are applicable, the one or the other, to the members of this bargaining unit:

(a) Prior Plan: as codified in the City Charter, City of Hollywood, Volume I, Art. IX, entitled "Pensions and Retirement.

(b) Supplemental Plan: as codified in the Code of Ordinances, City of Hollywood, Volume II, Art. I, II, IV and Art. V. Div. 1, entitled "Supplemental Retirement System - General Employees".

Sec. 2. The provisions of the (a) Prior Plan and (b) Supplemental Plan, as they are currently applied to the various members of this bargaining unit, shall remain in full force and effect without change, for the term of this agreement.

Sec. 3: The two (2) employee members of the Pension Board of Trustees shall be elected to their positions by the members of both pension systems (Sec. 1 above). Qualifications for election shall be:

(a) candidate be an active member of the pension system,

(b) with not less than eight (8) years of credited service therein. Elections to be conducted by the City Clerk.

Sec. 4: Term of office to be for three (3) years, unless the newly elected Trustee is filling the incompletd term of a prior employee member; in that case it shall be for the period of the balance of the incompletd term.

Sec. 5: In the event the City approves tax qualification of the Pension Plans under the provisions of Section 414(H)(2) of the Internal Revenue Code, such approval shall be implemented as soon thereafter as possible.

ARTICLE 17

PERFORMANCE REVIEW AND MERIT PAY INCREASES

Sec. 1: All employees covered by this Agreement who successfully complete their probationary period (original appointment or promotional appointment) receiving a satisfactory or better performance review, shall receive a one (1) step merit pay increase. Employees on one (1) year probation are reviewed at end of six (6) months and if satisfactory will receive merit step; next merit review one year and annually thereafter.

Sec. 2: All employees covered by this Agreement shall be evaluated, at least annually, by their supervisors. Employees qualifying for merit raises (not having reached top-of-scale), shall be evaluated by their supervisor within sixty (60) days prior to the pay period in which their merit pay review date falls, following completion of their probationary period. If the evaluation results in a satisfactory or better performance review, the employee shall receive a one (1) step merit pay increase. Such merit pay increases shall not exceed the maximum pay step indicated in the Official Pay Schedules for the particular classifications.

Sec. 3: All employees covered by this Agreement whose annual performance review evaluation is less than satisfactory, shall be denied a merit pay increase. The employer reserves the right to review the employee's performance more often than once each year, where less than satisfactory performance is the reason; upon such re-reviews, if the performance improves to a satisfactory rating, the merit pay step will be granted; this shall not change the employee's annual merit review date.

Sec. 4: The current system of employees being eligible for merit increases will be continued for the life of this contract.

ARTICLE 35

JURY DUTY

Sec. 1: Any employee lawfully summoned for Jury Duty shall present the summons to his supervisor on the first work day next 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.

Sec. 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 Personnel Department in advance of reporting. The Court Clerk will return the completed form to the Personnel Department. The form will include tear-off receipts to show it has been received by the Court.

Sec. 3: The employee shall be paid his regular day's wage for each day served on Jury Duty, as for a normally scheduled work day. If the employee is excused in advance by the Court, for any full day during the service period, he shall report for his normal work day to perform his regular and usual duties. The employee shall sign over to the City all fees received from the Court for his jury service less any amounts paid as mileage or meal allowances. Payment of regular salary for Jury Duty service shall not exceed fifteen (15) days in any twelve (12) month period; except that upon review by the City Manager, this may be extended.

Sec. 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, their services are necessary to the City.

Sec. 5: The provisions of this Article are not applicable to an employee who without being summoned volunteers for Jury Duty.

Sec. 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 the Federal, Circuit, or Civil Courts. In these circumstances, if an employee is off-duty, call-out rate shall apply.

ARTICLE 36

LONGEVITY COMPENSATION

Employees with ten (10) years and fifteen (15) years of continuous service with the City shall receive additional compensation. For employees with ten (10) years of continuous service, this shall be five percent (5%) above the standard base pay as provided in the pay plan. For employees with fifteen (15) years of continuous service, this shall be an additional five percent (5%) above the five percent (5%) given for ten (10) years of service (as enumerated above) of the standard base pay as provided in the pay plan. Standard base pay shall be construed to be the (A) through (F) steps as indicated in the pay plan for a particular pay grade, without regard to actual compensation received by the member.

ARTICLE 37

VACATIONS

All regular full time Employees are eligible for paid vacation following their employment anniversary date as set forth below:

Sec. 1: Employees who regularly work forty (40) hours per week are eligible for vacation:

- a) more than 1 but less than 7 completed years 10 days
- b) more than 7 but less than 10 completed years 12 days
- c) more than 10 but less than 15 completed years 15 days
- d) more than 15 but less than 20 completed years 17 days
- e) more than 20 years and thereafter 20 days

Sec. 2: Whether Employees work a five (5) day, eight (8) hour per day work week, or a four (4) day, ten (10) hour per day work week, vacations will be based on forty (40) hours pay for each full vacation week.

Sec. 3: Vacations shall be chosen by City-wide seniority by job classification within a Division, unless a particular work group within a Division unanimously agrees to

ment Directors of each affected Department; there shall not be more than one (1) employee designated by the Union from any one (1) Department in City Hall.

Sec. 3: The Union membership of each committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of persons within the affected Department. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor-Management Committee meetings.

Sec. 4: Each committee shall meet once every two (2) months or at other times by mutual consent. Minutes will then be taken and kept of all meetings of each committee. Meetings will be conducted during normal operating hours of the Department. If the course of the meeting should extend beyond the Union designated employee's normal working hours, that employee shall not be entitled to any additional compensation beyond his/her normal day's wage.

Sec. 5: The purpose of each Labor-Management Committee shall be limited to discussion of general departmental internal problems and to assist in the dissemination of departmental communications to its employees. The Committee shall not engage in any labor negotiations, nor shall it be or become a vehicle for grievance handling, processing or resolution.

ARTICLE 16

SPECIAL COMMITTEE

Sec. 1: A special committee shall be created for the purpose of studying the subjects of stand-by pay, shift differential, treatment plant special risk and training and promotions. The committee shall consist of three (3) individuals appointed by the City Manager and three (3) individuals appointed by the Union President. Any proposals or recommendations developed by the Committee shall be submitted for negotiations in the successor contract to this Agreement.

purpose of counting forty (40) hours in any work week.

Sec. 7: An employee who is called into work outside his normal work schedule will be guaranteed a minimum of three (3) hours pay at time and one-half rate regardless of the number of hours worked during the work week. This does not apply in the case of scheduled overtime.

Sec. 8: Opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the overtime work required. Overtime opportunities will be accumulated on adequate records and will be available to the Union and employees. Shop Stewards will have reasonable opportunity to review such records. If an employee establishes that he has not received his fair share of overtime opportunities, such employee shall have first preference to future overtime work.

ARTICLE 15

LABOR-MANAGEMENT COMMITTEE

Sec. 1: There shall be a Labor-Management Committee formed within each major department as indicated, affected by this Agreement. Said Committee shall consist of three (3) members designated by the Union and three (3) members designated by the Department Director of each affected Department:

Police Department

Public Works Department

Public Utilities Department

Leisure Services Department

There shall not be more than one (1) employee designated by the Union from any one (1) division within each department.

Sec. 2: There shall be a Labor-Management Committee to collectively represent the departments in City Hall. Said Committee shall consist of three (3) members designated by the Union and three (3) members designated by the various Depart-

continue the existing vacation selection method.

Sec. 4: Employees who utilize their vacation other than in one consecutive period may exercise their seniority for the first vacation period and shall not select the second vacation period until all other employees in their group have selected a primary vacation.

Sec. 5: Employees who, in the previous calendar year, have no written report of discourtesy to the public in their record and who have not been involved in a preventable accident in the previous calendar year shall receive one (1) additional day of vacation. Holidays occurring within a vacation may be added to the vacation.

Sec. 6: Vacations shall be scheduled by the calendar year and Employees must select vacation periods by March 1, or sooner, each year. After completion of the first full year of service, vacation time accrued as of September 30 of each year is to be utilized during the following fifteen (15) months. Cash payments in lieu of unused vacation shall be made only on termination of employment or upon approval of the City Commission.

Sec. 7: Vacation pay shall be computed by using the Employee's regular straight time rate of pay as of the first day of vacation. Employees may request their vacation pay in advance of any scheduled vacation leave by submitting a written request to their Department Head four (4) weeks in advance of the date they want the vacation pay. Advance vacation pay will only be distributed on regular pay days. Advance vacation pay must be requested for entire pay periods.

ARTICLE 38

DISCIPLINARY ACTION

Sec. 1: It is agreed that the most effective means of maintaining discipline is through the promotion of cooperation and sustained good working relationships. In those cases where specific corrective action becomes necessary, the disciplinary measures taken shall be for just cause and shall be progressive; however, in specific instances where warranted, severe disciplinary measures up to and including termination may be imposed without utilization of progressive procedures.

Sec. 2: A) When an employee is called in by his supervisor for the purpose of an oral counseling or warning, the employee shall not be entitled to have a Union representative present.

B) When an employee is called in by his supervisor or higher authority to receive a written warning, reprimand, or other notice of discipline to be administered, he shall be entitled, at his request, to have his area Shop Steward present. In the event the area steward is not available (illness, day off, vacation), and the supervisor determines not to wait for the area steward's return, the Chief Steward shall substitute.

C) When the employee called in pursuant to (B) above is the Shop Steward himself, and he requests Union representation, the Chief Steward shall respond.

D) When the Shop Steward (or Chief Steward) responds pursuant to an employee's request (B or C above), the Steward shall only advise the employee of his rights under the Contract; the Steward shall not interfere in the conduct of the meeting nor shall he question or raise questions to the supervisor or other higher management authority.

E) While the parties understand and agree that a performance evaluation is not a form of disciplinary action and is not grievable, they realize that at times the employee will be counseled, warned or reprimanded, in writing, to improve deficient job performance. To this end, the following

Maintenance and to ball field maintenance, will be permitted to operate in a flexible but not split shift work schedule when special programs warrant same; this does not pertain to holidays or call out. The current task basis system in the Sanitation Division shall continue.

Sec. 2: The normal work day shall consist of either eight (8) or ten (10) hours of work in the twenty-four (24) hour period. The Employer and the Union recognize that certain type of activities operating on a continuous basis require different treatment as to hours worked, and agree that in those instances, an eight (8) consecutive hour shift, including the lunch period, may be allowed.

Sec. 3: No individual employee shall have his work schedule or regular day off schedule changed for the purposes of avoiding the payment of overtime.

Sec. 4: The Employer reserves the right to designate a change in the work schedule, weeks, days, hours and shifts of its Employees. Employer agrees to consult with the Union Business Agent, Local President or Vice President prior to making any such change. In addition, notice of not less than five (5) working days shall be given to affected Employees, Union Business Agent, Local President or Vice President.

Sec. 5: Work schedules and regular days off can be changed to provide manning for emergencies, sickness, vacations, terminations and any other absence even when such action would have the effect of preventing overtime and not allow five (5) working days notice to the affected employees and the Union. In these cases the parties mentioned above will be notified as soon as practicable.

Sec. 6: Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours work in any work week. Paid holidays and paid vacation shall be considered as work performed for the purpose of counting forty (40) hours in any work week. Paid or unpaid sick leave shall not count as work performed for the

ARTICLE 12

LEADWORKER PAY

Sec. 1: Employees given assignments by the Department or Division Head as leadworkers in responsible charge of a crew or work unit, consisting of at least two (2) employees other than the designated leadworker, will receive additional compensation in the amount of one (1) pay step above their base hourly rate.

Sec. 2: Responsible charge shall be defined as having temporary supervisory powers and operating within the Chain of Command between the crew or work unit supervised and the immediate supervisor of the Employee. Employees whose duties and responsibilities normally include supervision, will not be covered by this section.

Sec. 3: This section shall not apply to time periods of less than four (4) hours.

ARTICLE 13

CERTIFICATION PAY

Sec. 1: Water and Wastewater Plant Operators will continue to receive a one (1) pay step differential above their base rate of pay upon attainment of their certification (Class C license).

Sec. 2: Any certified Water or Wastewater Plant Operator who attains a Class B license will receive an added 2 1/2% differential over the Class C entitlement.

Sec. 3: Any certified Water or Wastewater Plant Operator who attains a Class A license will receive an added 2 1/2% differential over the Class B entitlement (for a total 5% over the Class C entitlement).

ARTICLE 14

WORK SCHEDULING AND OVERTIME

Sec. 1: The normal work week shall consist of forty (40) hours per week beginning with the Employee's first regular shift. In the Recreation Division, program supervisors and staff, and Public Works Department, personnel assigned to Beach

procedure will apply: When the supervisor calls the employee in to review a performance evaluation that is less than satisfactory in whole or part, he is to so advise the employee who shall then be entitled upon request to have Shop Steward present (or the Chief Steward if it is the Shop Steward himself); the Steward (or Chief Steward) shall not interfere in the conduct of the meeting nor shall he question or raise questions to the supervisor.

Sec. 3: The City agrees to furnish the Union with a copy of any written disciplinary action notice issued to any employee in the Bargaining Unit.

Sec. 4: Employees shall receive copies of Performance Reports, Evaluations, Statement or Reprimands at the same time the documents are filed in the Employee's personnel folder; the employee may only file a written response thereto.

Sec. 5: Discipline and/or counseling will be carried out in a manner which does not embarrass or humiliate the employee.

Sec. 6: In disciplinary action appeals from discharge, suspension or demotion, if the action is reversed and the Civil Service Board or an arbitrator directs, then, all reference to the allegations will be removed from the Employee's personnel file, if permitted by Florida Public Records Law.

ARTICLE 39

EMERGENCY FOOD AND SUPPLIES

Sec. 1: In the event of a hurricane or other unusual emergency condition, the City will make every effort to provide food and necessary supplies to any member covered by this agreement who:

- (a) works six hours beyond his regularly scheduled shift; for six (6) hours or more.
- (b) is called back after having completed his normal work day, and works six (6) or more continuous hours.

ARTICLE 40

SERVICES TO THE UNION

Sec. 1: The City agrees to furnish one copy each to the Union at no cost:

City Commission Meeting Agendas.

City Commission Meeting Minutes.

Proposed and Final Budget.

Civil Service Board Agendas and Minutes
Civil Service Examination Announcements.

Civil Service Certified Eligibility Lists.

City-wide Administrative Orders and Personnel Policy Procedures pertaining to the Bargaining Unit.

Semi-annual list of all employees in the Bargaining Unit, including classification, date of hire, and departmental assignment; home address, zip code, and home telephone number will be included as soon as new programming can be secured and inputted into computer.

Bi-weekly list of employees hired into or separated from the Bargaining Unit.

General Employees Pension Board Agendas, Minutes and Quarterly Reports.

Sec. 2: The Union President or authorized representative, agrees to pick up the copies referred to in Sec. 1 above from the Personnel office upon notification of their availability.

Sec. 3: The parties agree that the City will not have any liability if they inadvertently neglect to provide any of the abovementioned services to the Union.

Sec. 4: The City will provide 600 copies of the contract to the Union at no charge.

ARTICLE 10

WAGES

Sec. 1: All wage schedules as embodied in the appropriate pay plan for members of this bargaining unit will be modified as follows:

(a) effective 10/1/84, by 4%

(b) effective 10/1/85, by 4%

Sec. 2: Each of the above increases will be implemented the start of the pay period in which each specific date falls.

Sec. 3: Each of the above increases will be cumulative upon the prior increase.

Sec. 4: The groundskeeper currently assigned to the repair of small engines, such as in lawnmowers, will be reclassified as a Small Engine Mechanic at pay grade 22, effective 10/1/85.

ARTICLE 11

ASSIGNMENT PAY

Sec. 1: Employees assigned by their Department or Division Head to perform all of the duties of another classification paid at a pay grade higher than their own will receive one (1) pay step above the employee's base pay rate.

Sec. 2: Provided, however, that this article shall not apply to time periods of less than four (4) hours.

shall give notice of any such meeting to their supervisor. Approval shall not be unreasonably withheld by any of their supervisors.

Sec. 2: The Employer agrees to allow two (2) Union members, designated in writing by the Local President, up to ten (10) 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 Head should be notified no later than twenty (20) days prior to the aforementioned events.

ARTICLE 9

UNION STEWARDS

Sec. 1: Stewards may investigate and discuss grievances during working hours in their respective areas; provided, however, they first receive permission of their Division Head or, in his absence, his designee. Employee questions concerning the contract and its implementation should first be directed to the above or the Union Steward. Provided, further, that such permission shall not be unreasonably denied. The Union shall not make an unreasonable number of requests.

Sec. 2: Stewards may process grievances in accordance with provisions of Article 29 - Grievance Procedure.

ARTICLE 41

SERVICE POINTS - CIVIL SERVICE EXAMS

Sec. 1: 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 promotional". 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.

ARTICLE 42

SENIORITY

Sec. 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 an employee has with the City beginning with the date of hire.

B. Probationary employees shall have no seniority rights. However, upon completion of an employee's probation, he/she shall be given seniority credit from their 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 five (5) years of date of leaving, his/her seniority date will be adjusted by the length of absence.

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.

Sec. 2: USE OF SENIORITY

A. Seniority will be given due consideration in making work assignments and shift assignment. Seniority will also be used as provided in Article 14, Work Week and Overtime, Article 28, Lay-Off and Recall, and Article 37, Vacations.

B. The provisions of this Article pertaining to work assignments and shift assignments shall be grievable but not arbitrable, nor shall matters of interpretation or application of these provisions be arbitrable.

ARTICLE 43

JOB TRANSFERS

Seniority will be given due consideration for the job transfers between divisions and departments for the same job classification. If the request to transfer is between departments, and is rejected by the receiving Department Head, it shall be in writing and the reason stated. The use of seniority in job transfers shall be grievable but not arbitrable, nor shall matters of interpretation or application of this Article be arbitrable.

ARTICLE 44

PREVAILING BENEFITS

Sec. 1: All benefits of employment specifically included or specifically referred to in this Agreement, in addition to and including those stated or referred to in Sec. 2, below, shall be maintained in full force and effect for the duration of this Agreement.

Sec. 2: The City will maintain its existing policy with respect to:

- a. Shower time for Water and Wastewater Treatment personnel;
- b. Compensatory time for blood donation;
- c. Permanent, non-rotating shifts by assignment to:

ARTICLE 7

PAYROLL DEDUCTION OF DUES

Sec. 1: On receipt of a lawfully executed written authorization from an employee, the City will deduct from the employee's pay the amount so specified by said employee, but not less than regular dues.

Sec. 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.

Sec. 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.

Sec. 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 therefor, that the remittance is incorrect.

Sec. 5: An employee may revoke, in writing, with thirty (30) days prior notice to the City and the Union, his authorization for dues or other deductions.

Sec. 6: 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.

ARTICLE 8

UNION BUSINESS

Sec. 1: The Local Union President and/or a representative of the Local Union President shall be allowed time off work with pay to attend any and all meetings held by the City Commission or meetings with the City Administrators mutually agreed upon that relate to joint City and Union business. On all such occasions the Union President and/or representative

Sec. 4: It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of the Article would give a rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief, provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support in any manner such action and, further, that the Union has used every reasonable means to prevent or terminate such action.

Sec. 5: Picketing, as referred to in this Article, shall mean any action by way of demonstrating which may have the effect of preventing or discouraging any Employee from coming to work, or have the effect of preventing or discouraging any supplier or contractor from entering any City premise. No employee shall picket concerning a matter that is subject to the grievance or arbitration procedure.

ARTICLE 6

MANAGEMENT RIGHTS

Sec. 1: Except as provided in this Agreement, it is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies; set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Public Employer to direct its Employees, take disciplinary action for proper cause, and relieve its Employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude Employees or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of employment.

- (1) utilities plant personnel
- (2) police civilian personnel, excluding detention personnel, I.D. Technicians, and Community Service Officers.

ARTICLE 45

WORKERS' COMP/SUPPLEMENTAL COMP

Sec. 1: Upon an on-the-job injury, until the employee reaches entitlement for worker's compensation payment, he shall not receive any supplemental compensation.

Sec. 2: An employee, on becoming eligible for worker's compensation occasioned by a job-related accident-injury, and after recommendation of the Department Head and approval by the City Manager, shall receive supplemental compensation from the City for a period up to six (6) weeks. The amount of supplemental compensation shall be the difference between the employee's base weekly rate (exclusive of any added incentives or premiums except longevity), which the employee would otherwise receive, and the statutory amount of the employee's weekly worker's compensation benefit as set forth in Florida Statutes, Chapter 440.12.

Sec. 3: This supplemental benefit may be extended beyond the six (6) weeks allowed in Sec. 1 hereof by the City Manager, upon recommendation of the Department Head, in exceptional cases.

ARTICLE 46

DURATION OF AGREEMENT

Sec. 1: This Agreement shall be effective October 1, 1984, or upon ratification of the parties, whichever is later, and shall remain in full force and effect until September 30, 1986.

Sec. 2: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing, not later than February 15, 1986, that it desires to modify the Agreement with negotiations to begin in March, 1986. Such notification shall include a list of Articles which shall inform the other party of the items they desire to negotiate.

WITNESSES:

Stanley Ford

As to Local 2432

HOLLYWOOD, FLORIDA, CITY EMPLOYEES,
LOCAL 2432, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFL-CIO)

By: [Signature]
Bargaining Agent

Date: 9/4/84

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

[Signature]

By: [Signature]
City Manager

Date: 8/30/84

As to City

Sec. 2: Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining, to express and communicate any view, grievance, complaint, or opinion, within the bounds of good taste, relative to the conditions or compensation of public employment or its betterment, all free of restraint, coercion, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his/her holding office or not holding office in the Union. This provision shall be applied to all Employees by the Employer and the Union.

Sec. 3: Local 2432, American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and will not represent non-members of the Union in the grievance procedure.

ARTICLE 5

MANAGEMENT SECURITY

Sec. 1: The Employer and the Union recognize the mutually beneficial effects of a harmonious and cooperative relationship between said parties, and agree to comply diligently and fully with the requirements of the Florida Public Employees Relations Act.

Sec. 2: There will be no strikes, work stoppages, picketing, slowdowns, or other concerted failure or refusal to perform assigned work by the Employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union guarantees to support the City fully in maintaining operations in every way.

Sec. 3: Any Employee who participates in or promotes a strike, work stoppage, picket line, slowdown, or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the City.

EXECUTION OF AGREEMENT

being directed by an official resolution of the City Commission. It is understood that the City representative or representatives are the official representatives of the City for the purpose of negotiating with the Union and administration of the Collective Bargaining Agreement between the parties. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight of authority in committing or in any way obligating the City.

ARTICLE 3

UNION REPRESENTATION

Sec. 1: 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 4

DISCRIMINATION

Sec. 1: The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and Union agree that all provisions of this Agreement shall be applied to all Employees covered by it and that 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 race, color, creed, national origin or sex.

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 signatures affixed hereto.

Dated this 19th day of September, 1984.

WITNESSES:

Luis Mabe
Alonso M. Lull

As to Local 2432

Natalie Bryan
Carol Green
As to City

HOLLYWOOD, FLORIDA, CITY EMPLOYEES, LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO)

By: Sammy Fordell
Acting President

Date: 9/20/84

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: David R. Keating
Mayor

Attest: Patricia S. Lander
City Clerk

Approved: Paul St. Amant
Finance Director

APPROVED AS TO FORM:

A. C. [Signature]
City Attorney

8/30/84-HC/dt

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EMPLOYEE ORGANIZATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Hollywood, Florida, hereinafter referred to as the "Employer" or the "City", and the Hollywood, Florida, City Employees, Local 2432, American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, pensions, and other terms and conditions of employment. It is understood that the City of Hollywood is engaged in furnishing essential public services which vitally affect the health, safety, comfort and well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1

RECOGNITION

The Employer recognizes Local 2432, 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 Certification #151 granted by the Florida Public Employees Relations Commission and as may be amended in the future by the appropriate authority of the State of Florida.

ARTICLE 2

REPRESENTATION BY THE CITY

Sec. 1: The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager. The City Manager shall have the authority to execute an Agreement on behalf of the City upon

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