

R-2002-336

**PROFESSIONAL
EMPLOYEE
ORGANIZATION
AGREEMENT**

between

CITY OF HOLLYWOOD

and

HOLLYWOOD, FLORIDA, CITY EMPLOYEES
LOCAL 2432 OF AFSCME, AFL-CIO

A.K.A. AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Local 2432

October 1, 2002

through

September 30, 2005

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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 new classifications are created or existing classifications are modified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new/modified classifications shall be included in the Bargaining Unit. This paragraph deals solely with the placement of new/modified positions in the Bargaining Unit and it is not intended to nor shall it diminish or enhance the rights of the parties as set forth in Article 31.

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: Any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement are retained by the City. However, nothing in this Agreement shall preclude the formation/establishment of past practices commencing subsequent to the execution of this Agreement. In the event that there is a dispute between the parties concerning the existence of a past practice, the Union shall have the right to utilize the grievance and arbitration procedures to determine the existence of a practice and the appropriate remedy if a violation occurs.

Section 3: Any rule or policy which is in effect upon execution of this Agreement, the subject matter of which is not addressed in this Agreement, may be modified by the City after Twenty days written notice to the Union. The Union may request and the City shall hold a meeting to discuss the change within the twenty day period. Any modification/revision by the City, however, shall be neither arbitrary nor capricious and shall be done for the purpose of furthering the objective operational needs of the City.

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.

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ARTICLE 4 - PAYROLL DEDUCTION OF DUES

Section 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.

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 such 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 Head 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. Additionally, the Union recognizes that the City is engaged in furnishing essential public services vital to the Citizens of Hollywood. Therefore, 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.

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ARTICLE 6 - CLOTHING

Section 1: Proper business attire or proper business casual attire as appropriate will be required by all employees.

Section 2: The City may issue City logo clothing as deemed appropriate.

Section 3: The employees will be notified in advance when casual attire is acceptable (i.e. casual Friday, fieldwork days, etc.).

ARTICLE 7 - HOURS OF WORK

Section 1: The normal work schedule shall be Monday through Friday with a forty – (40) hour workweek.

Section 2: The normal workday shall be nine (9) consecutive hours including one hour for lunch. The employees shall be entitled to two (2) fifteen minute breaks one in the morning and one in the afternoon.

Section 3: As professional employees, it is expected that employees' hours of work may be irregular, intermittent and employee controlled. Employees are expected to complete their work assignments within applicable time periods as appropriate. Employees are to be allowed flexibility in scheduling to reflect any demands of evening, weekend and holiday work assignments that may be necessary to meet deadlines.

Section 4: In accordance with existing City policy, employees may take personal time off during the workday, without utilizing available leave provided under this agreement and any work not performed is made up within a reasonable period and such absence will not interfere with City operations. Use of such personal time shall be limited to no more than four (4) hours in any workday and shall be subject to approval by the City, prior to such absence. The City's approval shall not be unreasonably withheld.

ARTICLE 8 - CERTIFICATION PAY

Section 1: Employees in the categories shown below, who obtain a certification shown below while employed by the City, will receive a five percent (5%) differential above their base rate of pay upon attaining their certification:

Engineer attaining Florida Professional Engineer (P.E.) certification

Senior Engineer attaining Florida Professional Engineer (P.E.) certification

Accounting/Auditing employees CPA or CIA

Architect attaining Florida licensed registered Architect Certification

Systems Analyst attaining CNE or CNA certification

Architect attaining National Council of Architectural Registration Boards (NCARB) certification.

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ARTICLE 9 - CONTRACTING OR SUB-CONTRACTING

Section 1: If the City is considering contracting out or sub-contracting work, which will eliminate professional bargaining unit positions, the City shall notify the Union, no later than thirty (30) days prior to making the final decision.

For purposes of this Article, a displaced employee is defined as any professional 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.

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ARTICLE 10 - 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.

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ARTICLE 11 - PENSION AND PENSION PLAN

Sec. 1: Employees shall receive pension benefits according to the provisions of the Hollywood City Charter, Article X (10), a copy of which is attached hereto and incorporated into this Agreement in Appendix VI.

Sec. 2: The following provisions have been agreed upon and shall be incorporated into the attached Appendix VI.

- (a) Any employee or official who is employed by the City on a permanent, non-contract basis on or after September 30, 1958 shall become a member after six (6) months of service for the City. The normal retirement age shall be fifty-five (55) years of age.
- (b) Vesting. Any member, irrespective of age, who withdraws from service after having completed at least five (5) years of service shall have the right to receive a service retirement allowance beginning upon attainment of the age of fifty-five (55) years in an amount earned and accrued at the date of withdrawal from service, provided the member has not received a withdrawal benefit. All full-time temporary and grant employees covered by the collective bargaining agreement shall be included as members of the pension plan.
- (c) When an employee has reached Maximum Medical Improvement (MMI) or is otherwise disabled from performing his/her regular duties then the City may create modified duty positions and/or offer an employee any vacant position within the organization before the employee is considered for disability pension. The vacancy will be in the classified system and a position which the employee is capable and qualified to perform. He/she shall receive the identical rate of pay and benefit level while working. These employees will have preference for future City position vacancies and will be considered without going through the Civil Service process and will be placed at the discretion of the Human Resources Director. This subsection (c) shall apply prospectively and shall not apply to any member injured or disabled prior to July 1, 1999.

- (d) The Human Resources Director will make the final determination regarding the ability of an employee to perform his/her regular job duties and that determination will be based on the available medical information. Upon total and permanent disability of a member by reason of injuries sustained while in the performance of an act of duty as an active employee of the City, resulting in the inability of the member to perform the specific duties of his position in the service of the City, and upon no other job being available for that member, such member shall be entitled to a disability retirement annuity equal to seventy-five percent (75%) of his/her salary from the date of injury.
- (e) The employee (retiree) receiving a disability pension will have the monthly pension amount offset by any other employment income, excluding social security or workers' compensation. It is the duty of the employee (retiree) to notify the City Pension Board of any other earned income on April 15th of each year and submit a copy of his/her Federal Income Tax Return first page. This subsection (e) shall apply prospectively and shall not apply to any member injured or disabled prior to July 1, 1999.
- (f) All active permanent, full-time general employees and all retirees in the Contributory Pension Plan will be considered members of the Plan.
- (g) Any future changes and/or amendments to the Plan will require an affirmative vote of 50% plus one of the total number of Union members in the Plan and a five-sevenths (5/7) affirmative vote by the City Commission.
- (h) The Pension Board shall expand to seven (7) members. One additional member shall be elected by the Retirees (to serve the same terms as other members) and shall be a retiree. An additional member shall be appointed from the group not presently covered by a Collective Bargaining Unit. This employee member shall have some accounting or investment experience and be appointed by the City Manager.
- (i) A surviving spouse shall have the right to continue the health and dental coverage provided he/she pays the designated premium for such coverage.

- (j) The Pension Plan shall provide a Pension Administrator to be available to members during work hours. The Pension Administrator shall be appointed by the City Manager with the approval of a majority of the Pension Board. Remuneration and other expenses related to the Pension Administrator shall be paid through the City.
- (k) Health care coverage shall only be provided to retired employees who have ten (10) or more years vested in the Pension Plan.
- (l) Retirees shall have the right to continue their dental coverage provided they pay the designated premium.
- (m) Employees shall vest after five (5) years of service. Employees with five (5) years of service shall receive the appropriate pension annuity as set forth in Article 10, Section 10.01 (a), (b), (c) & (d) of the City Charter. Employees who have vested, but who have less than ten (10) years of service are not eligible to receive health care, dental coverage or the DROP Plan.
- (n) Retirees who retired prior to October 1, 1989 shall receive a 2% COLA, effective October 1, 1999 and thereafter shall receive additional COLA in accordance with Article 10, Section 10.01 (10)(c) of the City Charter.
- (o) 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.
- (p) The Pension Board will hire a Pension Administrator, paid by the Pension Fund.
- (q) The City will hire an Attorney experienced in Pension Administration, paid by the Pension Fund.
- (r) All current employees with prior City service not credited to the Pension Plan (e.g. service time in the 1% non-contributory plan; Grant, CETA, BETA or Temporary employment that leads to permanent service, etc...) shall be eligible to buy-back all full time City service. The buy back for this time shall be made in one or more of the following manners:

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- (1) Cash/Lump sum (not mandatory)
- (2) Reduction of Pension Payments (mandatory)-any amount still due for the buy back shall result in a reduced pension benefit, plus interest, upon retirement until the buy back amount is paid in full. The reduction shall be from the pension amount based on the years of service already paid back and not to exceed 20%.

The member shall pay for the buy back per the following:

- (1) 7% contribution per each year of service at the rate paid for each of those years.
 - (2) Buy back fee of 4% for the total balance due will be added to members making a cash/lump sum payment.
 - (3) Buy back fee of 4% plus 6.5% will be added to any unpaid balances.
- (s) Effective October 1, 2002 and beginning on their hire date, all employees must contribute to the Plan 7% of their covered salary. This amount is made tax-deferred. All employees hired prior to September 19, 2000, shall be given credit for their first six (6) months of service.
- (t) In the event that an employee leaves service before vesting (i.e. having less than a minimum of five (5) years of continuous service), they or their beneficiaries shall receive the employee's contributions plus 4% simple interest.
- (u) Only employees who have continuous credited service of 10 years or more and are age 55 or older or have 25 years or continuous credited service regardless of age, and retire upon leaving active service will be entitled to continued City health care coverage. Any employee receiving a Duty or Non-Duty related disability pension will also be eligible to continued City health care coverage. Individuals having vested and left the service of the City under age 55, shall not receive City health care coverage upon reaching normal retirement.
- (v) To qualify for a Non-duty related disability an employee must be vested (i.e. have at least five (5) years of continuous service). Employees shall receive a pension benefit equal to their accrued benefit, but not less than 20% of their average monthly salary at time of disability.

- (w) Employees who qualify for a Duty and Non-duty related disability will receive a pension benefit payable until his/her death or recovery. An employee may select to have this pension benefit paid under the "Joint and Equal" or "Joint and Half" optional forms of payment.
- (x) Employees who have received a Duty or Non-Duty disability shall have periodic investigations and medical examinations, scheduled as deemed necessary by the Pension Board and the City. The City shall pay for all costs related to these screenings.
- (y) For an employee member to qualify to serve and be elected to the Pension Board, he/she must have at least six (6) years of continuous credited service. Employee Board Members must attend two (2) pension-related seminars within the first year of election to the Pension Board. The Plan shall pay for all costs related to these seminars.
- (z) A Retiree may change his/her survivor from one person to another at any time and have his/her pension benefit adjusted accordingly.
- (aa) When an employee who is vested dies before retirement, his/her designated beneficiary(ies) under the fund shall have the option of receiving the member's contribution to the Fund plus 4% simple interest, or benefit payments until death equal to the benefit payments the deceased member would have received had he/she retired on the day of his/her death and selected a "Joint & Half" annuity option.
- (bb) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries
- (cc) Employees may select one (1) single or multiple beneficiaries/survivors. In the case where multiple beneficiaries/survivors are selected, the age of the youngest beneficiary will be used in the calculation of benefits.
- (dd) For "retirement" benefits calculations, lump sum payments for unused leave except for sick leave which will be counted as shown in paragraph ee) will be counted in the employee's highest three years of salary (just like it is counted in the DROP calculations) prospectively.
- (ee) For "retirement" benefits calculations and DROP calculations, the amount of sick leave counted in the employee's highest three years of salary shall be

capped at the balance accrued as of October 1, 2002. This includes the 100% cap as of October 1, 1994. For individuals hired after October 1, 2002, no sick leave accruals will be counted towards benefits calculations.

- (ff) Disability pension and any worker's compensation benefit cannot exceed 100% of salary at time of retirement. The retiree will receive health care benefits for himself/herself and dependent coverage at no cost.
- (gg) The actuarial assumption rate shall not be changed without the approval of the City.
- (hh) There shall be payable to eligible persons a supplemental pension distribution for each fiscal year in which the actual rate of investment return earned on fund assets exceeds the assumed rate of investment return on fund assets. The total amount of the supplemental pension distribution for a particular fiscal year shall be equal to the actuarial present value of future retirement benefits multiplied by the excess (not to exceed 2%) of the actual rate of investment return over the sum of the assumed rate of investment return plus 2% for the fiscal year.

Eligible persons are defined as retirees and their widows/widowers. Drop participants are excluded. Eligibility will be based on time only for credited service in the Charter Plan. No credit will be given for noncontributory service time.

Determination of the worth of each year of credited service will be based on the number of total credited years service divided into the surplus of earnings of the fund. This will be multiplied by each member's total years of credited service, not to exceed twenty-five (25) years. Credited years of service is defined as that which a member has contributed 7% of their compensation to the plan.

Service and non-service disability will be based on actual credited years of service. Widows and widowers eligible for the supplemental pension

distribution shall have this based on the retirees credited service at retirement, not to exceed twenty-five (25) years.

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ARTICLE 12 - 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. The parties also shall bargain over that subject matter which was held to be unlawful or void.

ARTICLE 13 - LAYOFF AND RECALL

Section 1: Seniority lists shall be established for each class title affected by a lay-off or abolishment of positions. All regular employees occupying positions in the affected class title shall be placed on seniority list. In the event it is necessary to reduce the workforce, including the abolishment of positions, employees shall be laid off in inverse order of seniority, i.e., junior employees first.

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 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: In the event of a lay-off, the City will make every effort to give as much notice as possible. In no event will employees receive less than thirty (30) days notice of lay-off, or, in lieu of notice, thirty (30) 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 4: 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 5: Any employee, whose name is listed on a recall list, who refuses appointment to a position with a lower paygrade, will have up to three 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

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three opportunities are declined, the employee shall have no further right to recall to a class title with a lower paygrade.

Section 6: Employees refusing reemployment in a class title with an equal or higher paygrade than originally held lose all recall rights.

Section 7: Employees refusing re-employment to their originally held class title and pay grade lose all recall rights.

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.

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ARTICLE 14 - 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 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. Professional 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

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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	20%
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	70%
Twenty or more years of credited service	80%

Section 8: 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.

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ARTICLE 15 - 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 ninety (90) days. 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.

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ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1: (a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes between employer and employee, or Union, or group of employees, 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. All employees shall have the right to a fair and equitable grievance procedure, administered without regard to membership or non-membership in any organization, except that the Union shall not be required to process grievances for employees who are not members of the Union.

(b) The Union may exercise the right not to represent non-Union members of the bargaining unit in the grievance process. In such case, the Union will notify the member and the City. Upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union, prior to the scheduling of any meeting. Further, the Union may provide representation at any step in the grievance process. Should the Union enter the grievance process after the first step, it shall notify the City.

Section 2: 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 employee(s) and/or 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. 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 in the Grievance Procedure.

Step 1: The aggrieved employee(s) and/or the Union shall present in writing the grievance to the Department Director or his/her designee. The grievance will be dated and signed by the employee(s) and/or 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 Department 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 aggrieved employee(s) and/or the Union is not satisfied with the decision rendered at Step 1, the aggrieved employee(s) and/or 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), with a copy to the Union. 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 aggrieved employee(s) and/or the Union is not satisfied with the decision rendered at Step 2, the aggrieved employee(s) and/or 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.). The award of the arbitrator shall be final and binding on the Union, the employee(s) and the City.

Section 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 advanced to the next step.

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(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 receipt by the Union as described above.

(e) On-duty personnel called by Grievant or 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 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 arbitrator's bill shall be paid by the party that does not prevail.

(g) All employees covered by this Agreement who have rights under this grievance procedure shall have no other right to utilize any appeal process, (specifically the Civil Service Procedure) other than the grievance procedure described herein.

(h) Grievances shall be settled as expeditiously as possible.

(i) No original probationary employee will be entitled to the provisions of the grievance procedure.

Section 5: Stewards or Alternate Stewards may investigate and discuss grievances and contract questions or complaints during working hours in their respective areas; provided, however, they first receive permission of the Department Director or, in his absence, his designee. Provided, further, that such permission shall not be unreasonably denied. The Union shall not make an unreasonable number of requests.

Section 6: Chief stewards may investigate and discuss grievances and contract questions or complaints during working hours at any work location in the City;

provided, however, they first receive permission of the department director or in his absence his designee. Provided, further, that such a permission shall not be unreasonably denied. The Union shall not make an unreasonable number of requests.

Section 7: A Chief Steward, a Steward or an Alternative Steward may process grievances in accordance with provisions of this Article. However, only one representative of the Union (Chief Steward, Steward or Alternate Steward) shall be permitted to process a grievance during the Steward's working hours until such grievance reaches Step 3. When a grievance reaches Step 3, the Chief Steward and the Steward or the Alternate Steward may, subject to approval as specified above participate in grievance processing during the Steward's working hours.

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ARTICLE 17 - BEREAVEMENT LEAVE

Section 1: Employees will be compensated for loss of earnings due to their absence because of the demise of a close family member. A close family member shall be defined as a spouse, child, step-child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandparents in-law, step-mother and step-father, or with the City's approval, any person who has acted in such a capacity relative to the employee.

Section 2: All full time regular and probationary employees will receive three (3) days leave for funeral subject to the approval of the Department Head in advance of the leave.

Section 3: 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, outside of the State of Florida may apply to his/her Department Head for an additional two (2) days of bereavement leave (total of five). If the employee is denied the additional two days, he/she may appeal to the City Manager. The City Manager's decision in granting or denying the additional two (2) days of bereavement leave shall be final and not subject to arbitration. In conjunction with bereavement leave, the employee may also utilize the additional personal time and vacation time that the employee is entitled to in accordance with Articles 14 and 24 of this Collective Bargaining Agreement.

Section 4: This benefit does not apply if the demise of the immediate family member occurs while the employees is on a leave of absence, layoff, vacation or extended sick leave unless bereavement leave, in part, extends beyond the scheduled end of a leave of absence, layoff, vacation or extended sick leave.

Section 5: If the City requests, the employee must submit verification of the absence (i.e. copy of death certificate, newspaper article) upon return from the bereavement leave.

ARTICLE 18 - PROBATIONARY PERIOD

Section 1: Any new employee shall be regarded as a probationary employee for the first six (6) months (180 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 19 - DRUG FREE WORKPLACE

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 attached hereto.

ARTICLE 20 - LIFE AND HEALTH GROUP BENEFITS PLAN

Section 1: 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: Professional employees and their families shall be provided with coverage in the City's health insurance plan.

The contribution for active employees electing health coverage will be as follows:

Beginning October 1, 2002

Employee coverage = \$10.00 bi-weekly

Dependent coverage = \$25.00 bi-weekly

Beginning October 1, 2003

Employee coverage = \$15.00 bi-weekly

Dependent coverage = \$25.00 bi-weekly

Beginning October 1, 2004

Employee coverage = \$20.00 bi-weekly

Dependent coverage = \$25.00 bi-weekly

All employees hired by the City after October 1, 2002 shall pay the same as current employees for Employee coverage and shall pay 50% of the cost for Dependent coverage, if elected. 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. Professional employees who retire from the City shall continue to have their individual and dependents health and dental care premiums paid by the City (in accordance with Article 11). Upon the death of the employee, the employees spouse may continue coverage for the duration which the spouse maintains the designated health and dental premiums.

Section 3: Professional employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City.

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Employees shall have the option of purchasing additional term life insurance at group rates up to an additional maximum amount of \$500,000 if allowable within the City's plan.

Section 4: Professional 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.

Section 5: Each employee shall have the option of undergoing an annual comprehensive medical examination, costs of which shall be borne by the City. It shall be conducted in an off-duty status at contracted facilities as agreed by the City and the Union.

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ARTICLE 21 - SPECIAL LEAVE

Section 1: Any employee requiring a leave of absence (paid or unpaid) shall be eligible for such leave in accordance with the Federal Family and Medical Leave Act. At the sole discretion of the City the leave time may be extended if appropriate circumstances warrant an extension.

Section 2: In the case of a discretionary leave of absence of more than four (4) months, and not otherwise provided for within this Agreement, the employee shall be entitled to return to the same classification as existed prior to the leave of absence without loss of seniority or other status. The City reserves the right to place the employee at a different workstation, different department, different section, or different unit, than previously occupied.

ARTICLE 22 - HOLIDAYS

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

New Year's Day

Martin Luther King Jr.'s Birthday

George Washington's Birthday (President's Day)

Memorial Day

Fourth of July (Independence Day)

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

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

ARTICLE 23 - 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 the Federal, Circuit or County Courts.

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ARTICLE 24 - VACATIONS

Section 1: Professional 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 eighteen (18) months following the vacation year in which the leave is earned or be liquidated by cash payment at that time. Leave that is liquidated shall be paid at the employee's rate of pay when the vacation time was earned. Vacation pay shall be computed by using the Employee's regular straight time rate of pay as of the first day of vacation.

Section 2: Vacation leave shall be granted/denied within forty-eight (48) hours from the employee's request. Approval by the City shall not be unreasonably denied. The City shall have the right to cancel and reschedule vacation in the event of an emergency.

ARTICLE 25 - 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 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.

Section 2: USE OF SENIORITY

(a) Seniority will be used as provided in Article 13, Lay-Off and Recall, and Article 24, 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 26 - PROMOTIONS

Section 1: Professional employees may compete through the Civil Service examination process for other professional bargaining unit positions. A professional employee chosen to fill a professional vacancy (in a higher pay grade) shall receive a ten percent (10%) increase in his/her regular rate of pay or the minimum of the pay grade for that new position, whichever is greater.

Section 2: The City will apply all service points to this promotional process as described in Section 3 of Article 25 (Seniority).

ARTICLE 27 - EDUCATIONAL REIMBURSEMENT PROGRAM

Section 1: Professional employees shall be eligible to participate in the City Educational Reimbursement Program for undergraduate and graduate course work as follows:

Graduate or Undergraduate

Benefit

Grade of C or better

100% reimbursement at State tuition rates

Grade of Pass

100% reimbursement at State tuition rates

Employees will be eligible to receive 100% reimbursement for books and other course fees other than tuition with approval of City Manager/designee. Reimbursement will be for all courses including mandatory electives leading to college degrees or post-graduate degrees in which the City would obtain a benefit from the employee's knowledge. Employees who receive education or Certified Network Engineer (CNE)/Certified Network Analyst (CNA) benefits under this program, who voluntarily leave the City's employment within two (2) years of receiving such benefit, may be responsible for reimbursing the City for the cost of benefit on a prorated basis (i.e. for illustrative purposes sixteen months after benefit paid, 8/24 of the total benefit would be the required reimbursement).

Section 2: Employees will be eligible to receive 100% reimbursement for any training or fee necessary to maintain licensure or certification requirements.

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ARTICLE 28 - VOLUNTARY DEMOTIONS

Section 1: Any Professional 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 be limited to professional positions and shall not include positions within the General employee Bargaining Unit 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 they understand 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.

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ARTICLE 29 - OFFICIAL DUTY USE OF PERSONAL VEHICLE

Section 1: Whenever an employee covered by this Agreement is authorized by his/her Department/Division Head to use his/her own vehicle in the performance of his/her official City duties, the employee will be compensated at the rate authorized by State Statute (F.S. 112.061).

Section 2: An employee shall not be required to use his/her own vehicle without his/her consent in the performance of his/her official City duties.

Section 3: Whenever an employee receives written authorization from his/her Department/Division Head to use his/her own vehicle in the performance of official City duties, the employee's vehicle shall be protected by the City's motor vehicle insurance plan.

Section 4: An employee who is requested to use his/her own vehicle to perform official City business as authorized by his/her Department/Division Head shall be required to complete an official car expense report as prepared by the City. Such report shall include an accounting of all expenses for which reimbursement is requested.

ARTICLE 30 - 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.

Section 2: Effective October 1, 2002 and in the first full pay period after October 1, 2002, all employees in the bargaining unit who receive a rating above 3.99 on their performance appraisal (FY 2002), will receive a five percent (5%) increase to their regular salary up to the maximum of the range. Employees who receive a rating between 3.00 and 3.99 on their performance appraisal will receive a two and one-half percent (2 1/2%) 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.

Section 3: Effective October 1, 2003 and in the first full pay period after October 1, 2003, all employees in the bargaining unit who receive a rating above 3.99 on their performance appraisal (FY 2003), will receive a five percent (5%) increase to their regular salary up to the maximum of the range. Employees who receive a rating between 3.00 and 3.99 on their performance appraisal will receive a two and one half percent (2 1/2%) 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.

Section 4: Effective October 1, 2004 and in the first full pay period after October 1, 2004, all employees in the bargaining unit who receive a rating above 3.99 on their performance appraisal (FY 2004), will receive a five percent (5%) increase to their regular salary up to the maximum of the range. Employees who receive a rating between 3.00 and 3.99 on their performance appraisal will receive a two and one half percent (2 1/2%) 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.

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ARTICLE 31 - CLASSIFICATION EVALUATION AND REVISION

Section 1: It is the responsibility of the City to determine the job content, qualification requirements, duties, and the relative significance to the City's operation of each job within the bargaining unit. Whenever there is a change to an existing position title, classification, or position description concerning the content, qualifications, and/or duties of a position within the bargaining unit, the City will notify the Union of the change, along with a copy of the proposed modified position description, no later than twenty (20) calendar days prior to its proposed implementation. Upon request, the City and the Union shall discuss the proposed change in an effort to agree. If the proposed change does not result in any change to the content and/or duties or tasks to be performed and/or the change does not have the effect of disqualifying any current employees occupying the position, the City may change the job description without impact bargaining. All other changes to a position description must be bargained with the Union. Disputes shall be resolved under the grievance and arbitration procedure set forth in Article 16. The terms "job description", and other similar phrases are all synonymous with the term "position description". If the Union does not agree that the salary is appropriate after the position is filled, the matter will be subject to the grievance procedure as outlined in Section 3 of this Article.

Section 2: New bargaining unit positions may be created by the City upon twenty (20) calendar days written notice to the Union which notice shall include a copy of the new position description. Upon request and within that twenty (20) day period, the parties shall discuss the proposed newly created job description in an effort to agree. If there is no agreement the City may implement the new position without any further bargaining, provided the newly created position does not have the effect of removing bargaining unit work/duties from any existing bargaining unit position resulting in the layoff of an existing employee or the elimination of a bargaining unit position, if occupied. If the newly created position has the effect of removing bargaining unit work from any existing bargaining unit position resulting in the layoff of an existing employee or the elimination of a bargaining unit position, if occupied, the new position shall not be implemented without the consent of the Union.

Section 3: The compensation of any new or modified job title shall be bargained within the above mentioned twenty (20) day period. If the parties cannot agree upon the compensation, the City shall establish the compensation subject to the right of the Union to request interest arbitration utilizing the arbitration article of this agreement to select an arbitrator. The criteria which the arbitrator must utilize to determine compensation are the criteria contained in Chapter 447, Florida Statutes and the PERC Rules governing special masters and contractual impasses. The arbitrator's determination must be within the ranges of the existing pay plan of the appropriate compensation and shall be final and binding subject to Section 682, Florida Statutes.

Section 4: A request to study an individual position may be initiated by an employee, if the employee believes that his/her position has changed so substantially as to warrant a change from his/her existing classification, title, and/or position description to another existing classification, title and/or position description. Change request(s) shall first be submitted to the employee's Department or Office Director for review and comment and then forwarded to the Office of Human Resources and Labor Relations for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 6 of this Article.

Section 5: A request for study of an individual position may be initiated by the Department or Office Director if he/she believe that the position has changed so substantially as to warrant an evaluation and revision of an employee's existing classification, title and/or position description to another existing classification, title and/or position description. Such request shall first be discussed with the concerned employee for comment and then forwarded to the Division of Human Resources and Labor Relations for internal study and review. Each request shall contain specific details in support of the request. Any changes recommended by the City as a result of the provisions of this Section shall be implemented according to Section 6 of this Article. This provision will only be used to consider an upgrade in the requested classification.

Section 6: For requests as outlined in Sections 4 or 5 of this Article, the Division of Human Resources and Labor Relations shall report its findings and recommendations to the City Manager within ninety (90) days of receipt of the request.

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Copies of the findings and recommendations shall also be sent to the Department/Office Director and the employee. If a proposed change is approved by the City Manager, the change, and any pay adjustment, if applicable, will become effective at the beginning of the pay period following the approval. Any approved change in classification, title, and/or position description will not alter the performance review date for the employee.

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ARTICLE 32 - WAGES/LONGEVITY

Section 1: The wage schedule for all bargaining unit employees shall be increased by 3% effective October 1, 2002, October 1, 2003 and October 1, 2004.

Section 2: Employees with ten (10) years, fifteen (15) years and twenty (20) years of continuous service with the City shall receive additional compensation over and above the employees' base rate of pay upon attainment of his/her 10, 15 and 20 year anniversary as follows:

- a) 10 years of service – 5%
- b) 15 years of service – 5%
- c) 20 years of service – 2.5%

Section 3: Effective October 1, 2003, bargaining unit employees will receive an additional 0.5% over and above the 3% set forth in section 1 above, for the Union's agreement herein to form a committee to develop and implement cultural change programs.

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ARTICLE 33 - ORGANIZATIONAL CULTURE CHANGES

Sec. 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.

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ARTICLE 34 - 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 September 30, 2005

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 Article provisions shall prevail.

Section 3: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing by January 2nd of the expiration year of this Agreement, that it desires to modify the Agreement, with negotiations beginning thirty days thereafter, or such other date as mutually agreed upon. The terms and conditions of employment reflected in this Agreement shall remain in full force and effect until replaced by either (1) a subsequently ratified replacement Agreement; or (2) actions resulting from provisions of F.S. 447.403.

Section 4: 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 14 but, rather shall be governed by F.S. 447.309.

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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 18th day of September, 2002

WITNESSES:

[Signature]
[Signature]

As to Local 2432

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

By: [Signature]
President
Date: 9/30/02

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

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

Approved: [Signature]
City Manager

Approved: [Signature]
Budget Director

[Signature]
As to the City

[Signature]
As to the City

EMPLOYEE ORGANIZATION AGREEMENT between THE CITY OF HOLLYWOOD and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 2432 - October 1, 2002 through September 30, 2005.

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of
Hollywood, only.

[Signature]
CITY ATTORNEY

**APPENDIX I
PERC CERTIFICATION-2000**

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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: 00E-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 II; 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: *Mary 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

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D

**APPENDIX II
CLASSIFICATION TITLES AND SALARY RANGES**

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Pay Plans for Senior Professional and Professional

Senior Professional

Control/Instrumentation Engineer
 Desktop Support Manager
 Engineer (Registered)
 Principal Planner
 Revenue Auditor
 Senior Accountant
 Senior Engineer
 Senior Human Resources Analyst
 Senior Mngmt/Budget Analyst
 Traffic Engineer
 Utilities Contract Auditor
 Water/Wastewater Systems Coordinator

Professional

Accountant
 Architect I
 *Athletics/Aquatics Program Superintendent
 Chief Chemist QA/QC Officer
 *Citizens Assistance Coordinator
 Citizens Service Center Coordinator
 Engineer
 Grants Writer
 Human Resources Analyst
 *Operations/Administrative Coordinator
 Process Control Systems Administrator
 *Production Coordinator
 Project Engineer
 Project Manager
 Systems Analyst
 Technical/Business Analyst
 *Video Production Specialist
 *Volunteer Coordinator

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

<u>10/1/2002 (3%)</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Professional	\$42,745.00	\$75,705.00	\$79,490.25	\$83,464.76	\$85,551.38
Professional:	\$34,505.00	\$65,405.00	\$68,675.25	\$72,109.01	\$73,911.74
<u>10/1/2003 (3%)</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Professional:	\$44,027.00	\$77,976.00	\$81,874.80	\$85,968.54	\$88,117.75
Professional:	\$35,540.00	\$67,367.00	\$70,735.35	\$74,272.12	\$76,128.92
<u>10/1/2003 (.5%)</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Professional:	\$44,247.00	\$78,366.00	\$82,284.30	\$86,398.52	\$88,558.48
Professional:	\$35,718.00	\$67,704.00	\$71,089.20	\$74,643.66	\$76,509.75
<u>10/1/2004 (3%)</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Professional:	\$45,574.00	\$80,717.00	\$84,752.85	\$88,990.49	\$91,215.25
Professional:	\$36,790.00	\$69,735.00	\$73,221.75	\$76,882.84	\$78,804.91

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**APPENDIX III
SICK LEAVE POOL POLICY**

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HR-01-055:

SICK LEAVE POOL

REVISED DATE:

JANUARY 1, 2001

LAST REVISION:

MAY 1, 1998

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.

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**APPENDIX IV
FAMILY MEDICAL LEAVE POLICY**

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HR-01-047: **FAMILY LEAVE**
REVISED DATE: **JANUARY 1, 2001**
LAST REVISION: **MAY 1, 1998**
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 of 1993 may be requested by an employee or designated by the City. 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 unpaid 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, or parent 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 or her spouse, child, or parent.

Spouses 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.

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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, or parent, or their own serious health condition, the City may require the employee to provide medical certification from an appropriate health care provider. 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 the Acts 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.

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**APPENDIX V
PERFORMANCE REVIEW FORM**

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City of Hollywood

Professional 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

	<i>N/A</i>	<i>Low</i>	←-----→	<i>High</i>
Volunteers readily	<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"/>
Seeks increased responsibilities	<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"/>
Looks for and takes advantage of opportunities	<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"/>
Overall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Communications

	<i>N/A</i>	<i>Low</i>	←-----→	<i>High</i>
Expresses ideas and thoughts verbally	<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"/>
Exhibits good listening and comprehension	<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"/>
Selects and uses appropriate communication methods	<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"/>

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Planning & Organization

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Integrates changes smoothly
- Sets goals and objectives
- Works in an organized manner

Overall

	N/A	Low	←	→	High
Prioritizes and plans work activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses time efficiently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans for additional resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrates changes smoothly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sets goals and objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works in an organized manner	<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"/>

Problem Solving

- Identifies problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Resolves problems in early stages
- Works well in group problem solving situations

Overall

	N/A	Low	←	→	High
Identifies problems in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gathers and analyzes information skillfully	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develops alternative solutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolves problems in early stages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works well in group problem solving situations	<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"/>

Quantity

- Meets productivity standards
- Completes work in timely manner
- Strives to increase productivity
- Works quickly
- Achieves established goals

Overall

	N/A	Low	←	→	High
Meets productivity standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Completes work in timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strives to increase productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works quickly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Achieves established goals	<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"/>

Quality

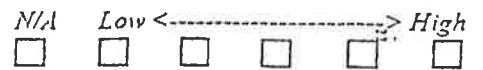
- Demonstrates accuracy and thoroughness
- Displays commitment to excellence
- Looks for ways to improve and promote quality
- Applies feedback to improve performance
- Monitors own work to ensure quality

Overall

	N/A	Low	←	→	High
Demonstrates accuracy and thoroughness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays commitment to excellence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Looks for ways to improve and promote quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Applies feedback to improve performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monitors own work to ensure quality	<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"/>

Handwritten signature and initials

SUMMARY



RATING RANGES

- 4.00 Exceeds job requirements
- 3.00 to 3.99 Meets job requirements
- Below 3.00 Needs improvement

PLANS FOR IMPROVEMENT

FUTURE GOALS

EMPLOYEE COMMENTS

REVIEWER COMMENTS

REC
REC
REC

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

✓
RED
REC
RED
20/12/12

**APPENDIX VI
HOLLYWOOD CHARTER, ARTICLE X (10) PENSIONS
AND RETIREMENT**

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RED

The Hollywood Charter, Article X (10) Pensions and Retirement will be inserted upon adoption of changes currently pending.

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RED

