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**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, 2008**

through

**September 30, 2011**

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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 form an employee, the City will deduct from the employee's pay the amount so specified by said employee, but not less than regular dues.

**Section 2:** The City will remit to the Union Treasurer such sums within fifteen (15) days, together with a list of employees for whom deductions were made.

**Section 3:** Changes in the Union's membership dues rate shall be certified to the City, in writing, over the signatures of the authorized officer or officers of the Union, at least thirty (30) days in advance of the effective date of such change.

**Section 4:** The City's remittance shall be deemed correct if the Union does not give a written notice to the City within two (2) calendar weeks after remittance is received of its belief, with reasons stated therefore, that the remittance is incorrect.

**Section 5:** The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

**Section 6:** When an employee has been suspended or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the City shall, in the manner outlined in Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

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## **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.

## 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:

- (a)** Engineer attaining Florida Professional Engineer (P.E.) certification
- (b)** Senior Engineer attaining Florida Professional Engineer (P.E.) certification
- (c)** Accounting/Auditing employees CPA or CIA
- (d)** Architect attaining Florida licensed registered Architect Certification
- (e)** Systems Analyst attaining CNE or CNA certification prior to October 1, 2005 shall keep that certification pay provided they maintain the certification. No other employees shall be paid for this certification.
- (f)** Architect attaining National Council of Architectural Registration Boards (NCARB) certification.

**Section 2:** If during the term of this Agreement the City determines there are additional certifications required for a position within this bargaining Unit, then the City, through a letter of understanding, will pay for such certifications as provided in this article.

## 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 sixty (60) 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.

## **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.



## 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 "D".

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

- (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 who was hired prior to July 15, 2009, 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 work related 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.

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- (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 work-related disability pension will have the monthly pension amount offset by any other employment income, excluding social security or workers' compensation. Retirees receiving a non-duty disability pension shall not have the monthly pension offset as of June 1, 2001. 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 professional 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 consist of seven (7) members. One member shall be elected by the Retirees (to serve the same terms as other members) and shall be a retiree. One 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.

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- (i) 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.
- (j) Employees hired prior to July 15, 2009, shall vest after five (5) years of service and 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 for the DROP Plan.
- (k) 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.
- (l) 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.
- (m) The Pension Board will hire a Pension Administrator, paid by the Pension Fund.
- (n) The City will hire an Attorney experienced in Pension Administration, paid by the Pension Fund.
- (o) 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. Those employees who have CETA, BETA or Temporary service are only eligible to buy back this time if they are current members of the plan at the time of the buy back. The buy back for this time shall be made in one or more of the following manners:
  - (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.
- (p) 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. For employees hired prior to July 15, 2009, the employee contribution rate shall increase to eight percent (8%) on October 1, 2009, and nine percent (9%) on October 1, 2010.
- (q) In the event that an employee leaves service before vesting, they or their beneficiaries shall receive the employee's contributions plus 4% simple interest.
- (r) To qualify for a Non-duty related disability an employee must be vested. 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.
- (s) 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.
- (t) Employees who have received a Duty or Non-Duty disability shall have periodic investigations and medical examinations, scheduled as deemed

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necessary by the Pension Board and the City. The City shall pay for all costs related to these screenings.

- (u) 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 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.
- (v) A Retiree may change his/her survivor from one person to another at any time and have his/her pension benefit adjusted accordingly.
- (w) 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 & Equal" annuity option.
- (x) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.
- (y) 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.
- (z) For "retirement" benefits calculations for employees hired prior to July 15, 2009, lump sum payments for unused leave (except for sick leave which will be calculated as shown in paragraph aa and vacation time which may be limited pursuant to Section 4(a)(2)) will be included in the employee's highest three years of salary (just like it is calculated in the DROP calculations) prospectively. .
- (aa) For "retirement" benefits calculations and DROP calculations made for employees hired prior to July 15, 2009, the amount of sick leave included 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

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1, 1994. For individuals hired after October 1, 2002, no sick leave accruals will be counted towards benefits calculations.

- (bb) Work-related 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.
- (cc) The actuarial assumption rate shall not be changed without the approval of the City.
- (dd) 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. 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 4.5%.

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 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

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

- (ee) Effective October 1, 2005, the City will permit any active police officer, who has previous civilian time in the City of Hollywood General Employee's Retirement System, and accrued a benefit (vested or not) of less than 3% per year, to purchase the difference thereof at the full actuarial cost. This will be cost neutral to the City of Hollywood General Employee's Retirement System. This transaction must be completed sixty (60) days after the pension plan is amended to reflect changes pursuant to this contract.

Section 3: Employees who were hired prior to July 15, 2009, who enter the DROP on or after May 1, 2007 shall be considered as retirees and the following provisions shall apply to DROP participants:

- (a) DROP payments shall earn interest at the net investment earnings.
- (b) DROP participants shall not be eligible for promotion.
- (c) DROP participants must sign an irrevocable decision on or before entering the DROP to separate from the City at the conclusion of their DROP participation.
- (d) DROP participants are not eligible to participate in the City's Sick Leave Pool.
- (e) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

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Sec. 4: The following additional changes have been agreed upon and shall be incorporated into Article X (10) of the City Charter and Appendix D, effective on July 15, 2009:

(a) For employees hired prior to July 15, 2009, and who retire or DROP on or after August 17, 2009:

- (1) No pension COLA shall be paid until the later of three years after the date that the retiree's retirement benefits begin or until one year after the employee/retiree separates from City service after participating in DROP.

(2) The definition of pensionable compensation shall be changed to exclude all earnings and payouts for blood time and compensatory time. In addition, the payouts for accumulated vacation leave that may be counted as pensionable compensation shall be capped at a maximum of 125 hours for employees who retire from a position covered by the General employees' bargaining unit, and shall be capped at a maximum of 60 hours per year during each of the employee's highest consecutive three (3) years, with a total maximum credit for up to 180 hours over those 3 years, for employees who retire from a position covered by the Supervisory and Professional employees' bargaining units.

(b) For employees hired on or after July 15, 2009, a new set of pension plan benefits will be established as follows:

(1) The Normal Retirement benefit shall be two and one-half percent (2.5%) per year of credited service, up to a maximum pension rate of eighty-one (81%).

(2) The employee contribution rate shall be nine percent (9%) of pay.

(3) The Normal Retirement dates will be when any such employee reaches age 57 with twenty-five (25) years of credited service; or reaches age 60 with seven (7) years of credited service; or when the employee attains thirty (30) years of credited service, regardless of age.

(4) The Vesting Period shall be after seven (7) years of credited service.

(5) Average final compensation shall be based on the employee's highest consecutive four (4) years of credited service (i.e., one hundred and four (104) bi-weekly pay periods).

(6) Pensionable compensation shall include only the employee's base pay, which includes longevity, but no other earnings or leave payouts.

(7) There shall be no pension COLA paid to retirees.

(8) Employees shall not be eligible to participate in the DROP plan.

(c) Subject to similar changes being ratified in the police and fire union labor agreements, the coordination of benefits section shall be changed prospectively so that it will be discontinued for any city employee who becomes a member of the police or fire pension plans after July 15, 2009. Prior city employees who have already become members of the police or fire pension plans shall not be affected by this change.



## 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.

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## **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 sixty (60) days notice of lay-off, or, in lieu of notice, sixty (60) days pay at the employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices prior to notices being furnished to the affected employees.

**Section 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

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

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 6: Upon the death of an employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the employee's estate.

**ARTICLE 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 thirteen (13) weeks. Such supplemental compensation shall be the difference between the employee's regular bi-weekly salary and the amount of workers' compensation benefit. In the event a full time employee, as determined by a City designated physician, is unable to return to work after thirteen (13) weeks from the date of the injury or illness, the situation will be reviewed by the City Manager or designee. The City Manager or designee shall extend the period of supplemental compensation for up to an additional thirteen (13) weeks. The period of supplemental compensation may not exceed twenty-six (26) weeks from the date of injury or illness. 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

Sec. 1: (a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes involving the interpretation or application of the collective bargaining agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

(b) The Union may exercise its right not to process a grievance of a non union member. Any employee whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his grievance on his own. In such case, the Union will notify the member and the City and upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union including dates of any hearings. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of this Collective Bargaining Agreement.

Sec. 2: Any grievance defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement, shall systematically follow the steps outlined below as the Grievance Procedure. Any grievance filed shall refer to the article(s) of this Agreement alleged to have been violated, and shall set forth the facts pertaining to the alleged violation or violations and shall include the corrective action or actions requested by the aggrieved party. A grievance must be communicated in writing to the employer by the Union within fourteen (14) calendar days from the events giving rise to the grievance or as soon as might reasonably be known to exist, otherwise it is deemed to be waived.

Step 1: The Union shall present in writing the grievance to the Department Director or his/her designee. The grievance will be dated and signed by 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 Union is not satisfied with the decision rendered at Step 1, the Union may, within seven (7) calendar days from the written decision rendered at Step 1, forward the written grievance to the office of the City Manager (stamped in with date and time). The City Manager or his/her designee shall meet with the aggrieved employee(s) and his/her Union representative(s) within seven (7) calendar days after receipt of the grievance. The City Manager or his/her designee shall furnish a copy of his/her decision, in writing, to the Union, with a copy to the aggrieved employee(s) within seven (7) calendar days after the meeting.

Step 3: If the Union is not satisfied with the decision rendered at Step 2, the Union may, within fourteen (14) calendar days from receipt of the City Manager's decision, submit the grievance to arbitration, by requesting a list of arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.) or the American Arbitration Association (AAA), the choice of agency within the discretion of the Union.. The award of the arbitrator shall be final and binding on all parties.

Sec. 4: Rules for Grievances and Arbitration processing:

(a) The grievance shall be submitted on an Official Grievance form. Attachments may be added, if needed.

(b) Time limits at any step in the grievance process may be extended only by mutual written consent of the parties involved at that step.

(c) A grievance not advanced to the higher step within the time frames provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the employer or his/her designee to answer or meet within the time limits provided at Step 1 or 2 will cause the grievance to be considered resolved in favor of the grievant or the Union and all parties will abide by the "corrective action or actions requested" on the grievance form or attachments.

(d) Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in

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the case of notice to the Union by date stamping and depositing in the Union mailbox in the Human Resources Division. Hand deliveries will be documented by a date-stamped photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark, but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery. Grievances deposited in the Union mailbox shall be considered properly advanced when date stamped, but shall not be considered received until picked up by the Union, as indicated by date stamp, with a copy to the City. The clock will start the day after delivery or pick up.

(e) On-duty personnel called by the Union as a witness shall remain in pay status only during their normal duty hours while appearing at the hearing. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time so as not to disrupt the operations of their department. Hearings shall be held in hearing rooms provided by the City, in City facilities at no charge to the Union.

(f) The parties agree that in accordance with current practice, both the City and the Union will have the option of electronically recording (through audio or video tape) all steps of the grievance procedure as outlined in Section 2 above, including the arbitration hearings.

(g) The arbitrator's bill shall be paid by the party that does not prevail.

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

(i) The City shall furnish the Union with copies of grievances filed by non-Union members as soon as practicable but in no event less than two days prior to the initial meeting of the grievance procedure.

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

(k) The parties understand that, failure to discuss and process grievances in good faith is a violation of 447.501(1) and (f).

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## ARTICLE 17 - BEREAVEMENT LEAVE

Sec. 1: In the event of death in the immediate family, an Employee shall be granted up to a maximum of three (3) working days leave with pay. Said leave is not to be charged to accrued sick leave. The City reserves the right to request proof of death. Immediate family is exclusively defined as current spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, stepmother, step-father and domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners . Upon notice of the death, a three-day leave shall be granted. Consideration may be given for bereavement leave for other relatives related by blood, where the relative at the time of death had legal residence in the employee's household or for step-children who at any time prior to their death were legal dependents of the employee.

Sec. 2: An employee eligible for bereavement leave pursuant to Section 1 of this Article which resulted from a death which occurred, or a funeral which is being held and attended by the employee, outside of the State of Florida will be granted an additional two (2) days of bereavement leave (total of five). Acceptable proof of attendance at a funeral may be requested. What will be deemed acceptable proof of attendance will be determined by the Office of Human Resources.

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## 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 revised June 1, 2004 attached hereto.

**Section 2:** As a condition of continued employment for all employees hired after ratification of the contract by the City Commission, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products.

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**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 eligible dependents shall be provided with coverage in the City's health insurance plan. The contribution for the term of this agreement for active employees hired prior to October 1, 2002 and electing health coverage will be as follows:

Beginning October 1, 2008:

Employee coverage = \$40.00 bi-weekly

Employee + 1 Dependent coverage = \$65.00 bi-weekly

Employee + Family coverage = \$75.00 bi-weekly

Beginning October 1, 2009:

Employee coverage = \$45.00 bi-weekly

Employee + 1 Dependent coverage = \$70.00 bi-weekly

Employee + Family coverage = \$80.00 bi-weekly

Beginning October 1, 2010:

Employee coverage = \$50.00 bi-weekly

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

Employee + Family coverage = \$85.00 bi-weekly

All employees hired by the City after October 1, 2002 shall contribute the same as current employees for Employee coverage and shall contribute 50% of the cost for Dependent coverage, if elected, for the term of this agreement.

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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.

Section 3:

(a) Professional employees hired prior to July 15, 2009, who retire from active service with the City who have ten (10) or more credited years of service in the Pension Plan and are age 55 or older or have twenty-five (25) years of credited service regardless of age, will have the option of continuing under the City's health insurance plan.

(1) Employees hired prior to March 6, 2007, shall have their individual and dependent health premiums paid by the City.

(2) Employees hired between March 6, 2007 and December 31, 2007, shall be eligible to continue individual and dependent health coverage upon retirement. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 50% of the premium equivalent for dependents.

(3) Employees hired on or after January 1, 2008 shall be eligible to continue individual and dependent health coverage upon retirement. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents.

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

(c) Employees hired on or after July 15, 2009, who retire from active service with the City with ten (10) or more years of credited service in the Pension Plan and are age 60 or older, or are age 57 with at least twenty-five (25) years of credited service, or who have thirty (30) years of credited service regardless of age, will have the option of continuing under the City's health insurance plan. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents. Additionally, such employees who continue on the City's plan during retirement shall contribute 100% of the single premium equivalent upon reaching Medicare eligibility.

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(d) Professional employees who retire with a duty related or non-duty related disability also have the option of continuing under the City's health insurance. Employees receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Employees receiving non-duty disability will receive health insurance for themselves and eligible dependents at no cost provided they have ten (10) years of credited service prior to retirement.

(e) Upon the death of the retiree, the employee's spouse may continue coverage for the duration which the spouse maintains full payment of the designated health and/or dental premiums.

Section 4: Professional employees shall be provided with term life insurance of \$100,000 with double indemnity provision with all premium costs paid by the City. Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active employees will be covered under the basic life insurance policy and have the option to purchase coverage under supplemental policies if chosen. Participants will be subject to the terms and conditions of the policy.

Section 5: 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. Participants will be subject to the terms and conditions of the policy.

Section 6: Each employee shall have the option of undergoing an annual comprehensive medical examination, costs of which shall be borne by the City. . It shall be conducted in an off-duty status at contracted facilities as agreed by the City and the Union.

## **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.

## **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 1<sup>st</sup> and end on the following September 30<sup>th</sup>). 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.

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## 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 for City reimbursement for the costs of books and tuition for undergraduate and graduate course work as follows:

(a) Employees desiring reimbursement must submit a written request to the Department/Office Director which will be forwarded to the City Manager or designee for approval. Application for actual reimbursement shall be made within sixty (60) days of completion of each class.

(b) Employees desiring reimbursement must have successfully completed their initial new employee probationary period and shall not be participating in the DROP program.

(c) Reimbursement will be for all courses, including mandatory electives, required to obtain a college degree or a postgraduate degree in which the City would obtain a benefit from the employee's knowledge. Employees shall only be reimbursed for one (1) job related degree at each level (i.e. an Associate's degree, a Bachelor's degree, and a Master's degree).

(d) Reimbursement will only be provided for on-line college coursework for core courses required by a residential degree program. Tuition will not be reimbursed for total on-line degree programs and/or on-line degree program electives.

(e) Tuition reimbursement for completed courses will be as follows:

<u>Graduate</u>	<u>Benefit</u>
Grade of B or better	100% reimbursement at State tuition rates
Grade of Pass	100% reimbursement at State tuition rates
<u>Undergraduate</u>	
Grade of C or better	100 % reimbursement at State tuition rates
Grade of Pass	100% reimbursement at State tuition rates

(f) Employees will be eligible to receive 100% reimbursement for books and other course fees other than tuition with approval of City Manager/designee.

(g) Employees who receive education benefits under this program, who voluntarily leave the City's employment within two (2) years of receiving such benefit, shall be responsible for reimbursing the City for the entire cost of the benefit.

**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 determined by State Statute (F.S. 112.061) or Internal Revenue Service Regulations, whichever is greater.

**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.

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## 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, 2008, and in the first full pay period after October 1, 2008, all employees in the bargaining unit who receive a rating of 3.00 or higher on their performance appraisal (FY 2008), will receive a two percent (2.0%) increase to their regular salary up to the maximum of their range. Employees who receive a rating below 3.00 shall receive no merit increase.

Section 3: Effective October 1, 2009 and in the first full pay period after October 1, 2009, all employees in the bargaining unit who receive a rating of 3.00 or higher on their performance appraisal (FY 2009), will receive a one and one-half percent (1.5%) 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, 2010 and in the first full pay period after October 1, 2010, all employees in the bargaining unit who receive a rating of 3.00 or higher on their performance appraisal (FY 2010), will receive a one and one-half percent (1.5%) 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 5: In the event that City Executive and Management employees (except the City Manager, and any of the City Attorneys) covered by the Guidelines for the Administration of the City of Hollywood's Executive, Management, Technical, Confidential and Legal Employees Pay Plan ("the Guidelines"), receive an across-the-board annual salary increase/adjustment (as defined below), over and above the combined pay increases paid to Professional employees in Article 30 Section 3 and Section 4 (Merit Increases) and Article 32, Section 1 (Wages) of this collective bargaining agreement in fiscal years 2009-2010 or 2010-2011, then employees covered by this contract shall receive an identical wage increase retroactive to the date that the Executive/Management employees received their higher across-the-board increase, so that the total wage increases (for COLA and Merit combined) for Professional

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employees shall be no less than the across-the-board annual salary increases (for CPI/performance evaluation combined) received by the above-noted Executive/Management employees in those fiscal years.

Included in this comparison of Executive/Management annual salary increases ("me too provision") shall be the across-the-board annual salary increase/adjustments that are based on the Consumer Price Index (CPI) as noted the "Internal salary equity" factor in Section 10 of the Guidelines, and/or the across-the-board annual salary increase/adjustments that are based on the "Employee's performance" factor as noted in Section 10 of the Guidelines. Excluded from this "me too provision" are salary increases/adjustments that are based on the other factors noted in Section 10 of the Guidelines, such as a "Market Salary" survey factor for any positions, and/or the "Change in position duties and responsibilities" factor, and/or the "Internal salary equity" factors unrelated to the CPI increase. Also excluded from this "me too provision" are any discretionary one-time cash bonuses and/or paid time-off that the City Manager may award for exemplary performance as provided in Section 10 of the Guidelines.

This "me too provision" regarding Executive/Management salary increases/adjustments shall expire on September 30, 2011.

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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 day's 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

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recommendations to the City Manager within ninety (90) days of receipt of the request. 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 two percent (2%) effective October 1, 2009 and by two percent (2%) effective October 1, 2010. In the event that City Executive and Management employees (except the City Manager, and any of the City Attorneys) covered by the Guidelines for the Administration of the City of Hollywood's Executive, Management, Technical, Confidential and Legal Employees Pay Plan ("the Guidelines"), receive an across-the-board annual salary increase/adjustment (as defined below), over and above the combined pay increases paid to Professional employees in Article 30 Section 3 and Section 4 (Merit Increases) and Article 32, Section 1 (Wages) of this collective bargaining agreement in fiscal years 2009-2010 or 2010-2011, then employees covered by this contract shall receive an identical wage increase retroactive to the date that the Executive/Management employees received their higher across-the-board increase, so that the total wage increases (for COLA and Merit combined) for Professional employees shall be no less than the across-the-board annual salary increases (for CPI/performance evaluation combined) received by the above-noted Executive/Management employees in those fiscal years.

Included in this comparison of Executive/Management annual salary increases ("me too provision") shall be the across-the-board annual salary increase/adjustments that are based on the Consumer Price Index (CPI) as noted the "Internal salary equity" factor in Section 10 of the Guidelines, and/or the across-the-board annual salary increase/adjustments that are based on the "Employee's performance" factor as noted in Section 10 of the Guidelines. Excluded from this "me too provision" are salary increases/adjustments that are based on the other factors noted in Section 10 of the Guidelines, such as a "Market Salary" survey factor for any positions, and/or the "Change in position duties and responsibilities" factor, and/or the "Internal salary equity" factors unrelated to the CPI increase. Also excluded from this "me too provision" are any discretionary one-time cash bonuses and/or paid time-off that the City Manager may award for exemplary performance as provided in Section 10 of the Guidelines.

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This "me too provision" regarding Executive/Management salary increases/adjustments shall expire on September 30, 2011.

Section 2: Longevity

A. For Fiscal Year 2008-2009:

- (1) Employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.
- (2) Employees who complete fifteen (15) years of continuous service with the City will receive a five percent (5%) differential above their base salary.
- (3) Employees who complete twenty (20) years of continuous service with the City will receive an additional 2.5% differential above their base salary.

B. For Fiscal Years 2009-2010 and 2010-2011 - Employees Hired Prior To July 15, 2009:

- (1) Employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.
- (2) Employees who complete fifteen (15) years of continuous service with the City will receive a three percent (3%) differential above their base salary.
- (3) Employees who complete twenty (20) years of continuous service with the City will receive an additional two percent (2%) differential above their base salary.

C. For Fiscal Years 2009-2010 and 2010-2011 - Employees Hired on or After July 15, 2009:

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- (1) Employees who complete fifteen (15) years of continuous service with the City will receive a two and a half (2.5%) differential above their base salary.
- (2) Employees who complete twenty (20) years of continuous service with the City will receive an additional a two and a half (2.5%) differential above their base salary.

Section 4: Longevity increases shall apply above and in addition to base salaries in Article 30.

Section 5: The salary range for Professional employees may be exceeded without limit by contract articles which provide for increases to base rate of pay to the extent that the languages specify.

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**ARTICLE 33 - ORGANIZATIONAL CULTURE CHANGES**

**Section 1:** The Union supports the City's concept of positive organizational culture change. Therefore, the Union and City mutually agree to form a committee to develop and implement cultural change programs.

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## **ARTICLE 34 – ASSIGNMENT PAY**

**Section 1:** Due to vacation, sick, or workload requirements Professional Employees assigned to temporarily assume duties and responsibilities of classifications of a higher pay grade shall receive compensation based upon the schedule in Section 3.

**Section 2:** Assignment pay shall be limited to one hundred eighty (180) days. Extensions to this time frame will require the mutual agreement between the City and the Union.

**Section 3:** Schedule of compensation:

- a. Professional to Senior Professional = 5%
- b. Professional to Supervisory = Minimum of Paygrade or 10%  
(whichever is greater)
- c. Senior Professional to Supervisory = Minimum of Paygrade or 5%  
(whichever is greater)
- d. Professional to Management/Executive = Minimum of Paygrade or 15% (whichever is greater)
- e. Senior Professional to Management Executive = Minimum of Paygrade or 10% (whichever is greater)

## **ARTICLE 35 - DURATION OF AGREEMENT/EFFECTIVE DATES**

**Section 1:** This Agreement shall be effective upon the date of ratification by the parties and shall remain in full force and effect until and including September 30, 2011.

**Section 2:** Specific provisions as to the effective dates, found in any various Articles of this Agreement, shall not be affected by the provisions of Section 1, above. In case of conflict, the specific 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 2<sup>nd</sup> 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.

**Section 5:** All Letters of Understanding entered into between the City and AFSCME prior to the signing of this agreement shall be null and void unless specifically incorporated into this agreement.

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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 5 day of August, 2009.

WITNESSES:

*[Handwritten signatures of witnesses]*

As to Local 2432

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

By: RALPH DIERKS  
President  
Date: 7/30/09

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

By: [Signature]  
Mayor

Attest: [Signature]  
City Clerk

Approved: [Signature]  
City Manager

Approved: Cynthia Forrester 7/31/09  
Budget Director

As to the City

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, 2008 through September 30, 2011.

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

[Signature]  
CITY ATTORNEY

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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 Camicella, 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.<sup>1</sup>

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

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<sup>1</sup>Local 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 Eng-  
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

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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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**APPENDIX II: Classification Titles and Salary Ranges**

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**Senior Professional and Professional Positions:**

**Senior Professional**

Architect (Licensed)  
 Chief Chemist QA/QC Officer  
 Desktop Support Manager  
 Engineer (Registered)  
 Instrumentation/Control Manager  
 Network Engineer  
 Principal Planner  
 Project Manager  
 Revenue Auditor  
 Senior Accountant  
 Senior Engineer  
 Senior Human Resources Analyst  
 Senior Mngmt/Budget Analyst  
 Senior Systems Analyst  
 Traffic Engineer  
 Utilities Contract Auditor  
 Water/Wastewater Systems Coordinator  
 Zoning Administrator

**Professional**

Accountant  
 Assistant to the Director (Parks, Recreation and Cultural Arts)  
 \*Aquatics Superintendent  
 \*Athletics Superintendent  
 \*Citizens Services Coordinator  
 Citizens Service Center Coordinator  
 Engineer  
 Grants Coordinator  
 \*Grants Writer  
 Human Resources Analyst  
 \*Operations/Administrative Coordinator  
 \*Planning and Development Administrator  
 Process Control Systems Administrator  
 \*Production Coordinator  
 Project Engineer  
 Public Relations Coordinator  
 Public Relations and Marketing Specialist  
 Revenue Analyst  
 Systems Analyst  
 Technical/Business Analyst  
 Technical Systems Analyst  
 \*Video Production Specialist  
 \*Volunteer Program 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.

**Pay Plans for Senior Professional and Professional**

October 1, 2008	Minimum	Maximum
Senior Professional:	\$48,349.46	\$85,632.67
Professional:	\$39,030.51	\$73,981.86

October 1, 2009 (2%)	Minimum	Maximum
Senior Professional:	\$49,316.45	\$87,345.32
Professional:	\$39,811.12	\$75,461.50

October 1, 2010 (2%)	Minimum	Maximum
Senior Professional:	\$50,302.78	\$89,092.23
Professional:	\$40,607.34	\$76,970.73

\*Please refer to Article 32: Wage and Longevity for a description of the longevity benefit.

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**APPENDIX III:**

**Sick Leave Pool Policy**

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**HR-04-060: SICK LEAVE POOL**

**REVISED DATE: JUNE 1, 2004**

**LAST REVISION: JANUARY 1, 2001**

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**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.

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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.

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

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**APPENDIX IV: Family Medical Leave Policy**

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overseas (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to a total of 26 workweeks of unpaid FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment or who is medically unfit to perform military duties due to an injury or illness incurred while on active duty.

An eligible employee is entitled to 26 weeks of unpaid leave to render care to the employee's spouse, child, parent, or next of kin who is a veteran of the Armed Forces if at any time within the five year period preceding the date on which the veteran undergoes medical treatment, therapy or recuperation for a serious injury or illness, the veteran had been an active member of the Armed Forces. The leave also applies to the family member who provides care to a veteran whose injury or illness existed before the service member's active deployment and was aggravated by active duty service.

Service member FMLA runs concurrent with other leave entitlements provided under federal law.

This policy is intended to provide general guidelines of the FMLA. All questions concerning this policy shall be controlled by the Family and Medical Leave Act of 1993 and its Amendments. For more information on FLMA, please visit the United States Department of Labor website.

#### **PROCEDURE:**

##### **Requested Leave**

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

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

##### **Designated Leave**

The Department/Office must designate FMLA when any illness meets 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.

Policy HR-04-071.1 "Unfunded Payroll Deductions" will apply to this type of leave.



**HR-050**

**FAMILY LEAVE**

**REVISED DATE:** ~~JANUARY 28, 2008~~ DECEMBER 1, 2009

**LAST REVISION:** JANUARY 24, 2005

**AUTHORIZATION:** FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

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**PURPOSE:**

To outline the conditions under which leave in conformance with the Family and Medical Leave Act of 1993 and new military family leave entitlements enacted under the National Defense Authorization Act of 2008, 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 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:

- ◆ for the birth of an employee's child;
- ◆ for the placement of a child for adoption or foster care with an employee;
- ◆ when an employee is needed to care for a child, spouse, parent, or registered domestic partner who has a serious health condition; or
- ◆ when an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition, regardless of whether it was the result of an "on or off" the job circumstances.
- ◆ for any qualifying exigency related to a spouse, son, daughter or parent's active duty, deployment overseas, or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
- ◆ when an employee is the caregiver of a spouse, son, daughter, parent, or next of kin who is an Armed Forces covered service member (or veteran) and suffers injury or illness in the line of duty.

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

~~An employee on active duty, or called to active duty make take up to 12 weeks of unpaid FMLA leave for any qualifying exigency related to a spouse, son, daughter or parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.~~

An eligible employee is entitled to take up to 12 workweeks of unpaid FMLA leave for any qualifying exigency when the employee's spouse, child or parent is on active duty or deployed overseas (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to a total of 26 workweeks of unpaid FMLA leave during a single 12-month period to care for the service member who ~~has incurred an injury or illness in the line of duty while on active duty in the Armed forces, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating is~~ undergoing medical treatment or who is medically unfit to perform military duties due to an injury or illness incurred while on active duty.

An eligible employee is entitled to 26 weeks of unpaid leave to render care to the employee's spouse, child, parent, or next of kin who is a veteran of the Armed Forces if at any time within the five year period preceding the date on which the veteran undergoes medical treatment, therapy or recuperation for a serious injury or illness, the veteran had been an active member of the Armed Forces. The leave also applies to the family member who provides care to a veteran whose injury or illness existed before the service member's active deployment and was aggravated by active duty service.

Service member FMLA runs concurrent with other leave entitlements provided under federal law.

This policy is intended to provide general guidelines of the FMLA. All questions concerning this policy shall be controlled by the Family and Medical Leave Act of 1993 and its Amendments. For more information on FLMA, please visit the United States Department of Labor website.

## **PROCEDURE:**

### **Requested Leave**

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

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

**Designated Leave**

The Department/Office must designate FMLA when any illness meets 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.

Policy HR-04-071.1 "Unfunded Payroll Deductions" will apply to this type of leave.

# NOTICE

## Military Family Leave

*On January 28, President Bush signed into law the National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181. Section 585(a) of the NDAA amended the FMLA to provide eligible employees working for covered employers two important new leave rights related to military service:*

- (1) New Qualifying Reason for Leave.** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.
  
- (2) New Leave Entitlement.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

Additional information on the amendments and a version of Title I of the FMLA with the new statutory language incorporated are available on the FMLA amendments Web site at [http://www.dol.gov/esa/whd/fmla/NDAA\\_fmla.htm](http://www.dol.gov/esa/whd/fmla/NDAA_fmla.htm).



**APPENDIX V: Performance Review Form**

CRZED  
7/23/09

# 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

	N/A	Low	←-----→	High
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"/>
<b>Overall</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Communications

	N/A	Low	←-----→	High
Expresses ideas and thoughts verbally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
<b>Overall</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 3/1/09

### 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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3/1/09

**SUMMARY**

N/A    Low <-----> High  
              

**RATING RANGES**

4.75 to 5.00 Exceeds job requirements  
4.00 to 4.74 Exceeds job requirements  
3.00 to 3.99 Meets job requirements  
1.75 to 2.99 Needs improvement  
1.00 to 1.74 Needs improvement

**PLANS FOR IMPROVEMENT**

**FUTURE GOALS**

**EMPLOYEE COMMENTS**

**REVIEWER COMMENTS**

Rev  
7/23/09

Rev  
3/1/09



**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.

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*Employee Signature/Date*

---

*Reviewer Signature/Date*

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*Human Resources Signature/Date*

REP  
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W  
REP  
8/11/09

**APPENDIX VI: Hollywood Charter, Article X (10) Pensions and Retirement**

Rep  
7/22/09

# CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

Includes changes adopted by Ordinance O-2009-26 on September 2, 2009

## Sec. 10.01. Pensions and retirement.

### (1) *Establishment and Purpose.*

(a) An employees' retirement fund is hereby created, which shall be known as the employees' retirement fund of the City of Hollywood; and the prior creation of such fund by ordinance is hereby approved, ratified and confirmed.

(b) It is the legislative intent and purpose of this article to provide certain retirement, disability, death and withdrawal benefits to officers and employees of the city in the amounts and under the terms and conditions herein set forth.

(c) The purpose of the fund is to provide an orderly means whereby employees of the city who become superannuated or otherwise incapacitated as the result of age or disability may be retired from active service without prejudice and without inflicting a hardship upon the employees retired, and to enable such employees to accumulate reserves for themselves and their beneficiaries to provide for old age, disability, death, and termination of employment, thus effecting economy and efficiency in the administration of city government.

(d) A new contribution and benefit structure is hereby established for employees hired on or after July 15, 2009. Such employees will be members of the Employees Retirement Fund of the City of Hollywood; however, the contributions and benefits for such employees are as set forth in subsection (27) of this section 10.01.

(2) *Definitions.* As used in this plan, unless a different meaning is clearly indicated by the context:

(a) *Actuarial equivalent* means a benefit or amount of equal value, based upon the 1983 Group Annuity Mortality Table for males and an interest rate of eight percent (8%) per annum, or such other rate that is recommended by the actuary and approved by the board.

(b) *Average final compensation* for a member hired prior to July 15, 2009, means monthly average compensation for the highest seventy-eight (78) consecutive bi-weekly pay periods of credited service. Payments for accumulated sick and annual leave received by such a member following separation from employment and included in compensation in accordance with paragraph 2(i), below, shall be deemed to have been received in the final pay period for the purpose of this definition. Average final compensation for members hired on or after July 15, 2009 is set forth in Subsection (27) of this section 10.01.

(c) *Beneficiary* means the person or persons entitled to receive benefits hereunder upon the death of a member who has or have been designated in writing by the member and filed with the pension coordinator in accordance with the provisions of this pension plan.

(d) *Board* means the board of trustees, which shall administer the pension plan as provided herein.

(e) *Charter* means the Charter of the City of Hollywood.

(f) *City* means the City of Hollywood, Florida.

(g) *City commission* means the city commission of the city.

(h) *Code* means the U.S. Internal Revenue Code of 1986, as amended from time to time.

(i) *Compensation* means a member's gross wages received from the city, including overtime and payments for accumulated annual leave and accumulated sick leave, except as provided below:

1. For members who retire or enter the DROP on or after January 3, 2001 and prior to October 1, 2002, compensation shall include payments for accumulated sick and annual leave received by such member.

2. For members hired prior to October 1, 2002 and employed by the city on that date, compensation shall include payments for accumulated annual leave, but the amount of accumulated sick leave included in such member's compensation shall not exceed the amount accumulated as of October 1, 2002 (including the maximum limitation as of October 1, 1994).

3. For members most recently hired after October 1, 2002 compensation shall include payments for accumulated annual leave, but no payment for accumulated sick leave shall be included in such member's compensation.

4. For members hired prior to July 15, 2009 who retire or enter the DROP on or after August 17, 2009, compensation shall exclude all earnings and payouts for blood time and compensatory time. In addition, the payouts for accumulated annual leave that may be counted as compensation for such members shall not exceed 125 hours for employees who retire from a position covered by the General employees' bargaining unit; and shall not exceed 60 hours per year for employees who retire from a position not covered by the General employees' bargaining unit.

5. Compensation for members hired on or after July 15, 2009 is set forth in subsection (27) of this section 10.01.

6. Employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the rules of the Internal Revenue Service Code shall be included in compensation for retirement purposes. Compensation in excess of the limitations set forth in Section 401(a)(17) of the

Code, adjusted in accordance with U.S. Treasury Department regulations, shall be disregarded.

(j) *Direct rollover* means a payment to an eligible retirement plan specified by the distributee in accordance with subsection (25).

(k) *Employee* means any person employed by the city on a full time basis whose services are compensated in whole or in part by the city, with or without grant funds, including all employees hired on or after the effective date of this ordinance whose services are compensated on a contractual basis. All references to employees in this plan shall mean both sexes and where the male gender is used, it shall be construed to include male and female employees.

(l) *Fund* means the pension fund established as part of this retirement plan.

(m) *Member* means any employee who participates in the fund in accordance with the provisions of this plan, and any retiree.

(n) *Pension Coordinator* means the person or entity appointed in accordance with subsection (19)(i) of this plan.

(o) *Regular interest* means interest at the rate fixed by the board from time to time based upon the long-term rate of income earnable on investments but not less than four percent (4%) per annum.

(p) *Retiree* means any member who receives benefits under the provisions of this plan, including DROP participants.

(q) *Retirement* means a member's separation from city employment with eligibility for and actual receipt of benefits under this retirement plan, or entry into the DROP.

(r) *Spouse* means the lawful wife or husband of a member.

(s) *Retirement plan or plan or charter plan* means the employee's retirement fund of the City of Hollywood as set forth herein and as it has been and may be amended from time to time.

(t) *Vesting period* means the period of credited service required to obtain a nonforfeitable right to receive a future benefit under the plan. The vesting period for employees hired prior to July 15, 2009, who separate from city employment on or after July 1, 1999 is five (5) years of credited service. The vesting period for employees who separated from city employment before July 1, 1999 is ten (10) years of credited service. The vesting period for employees hired on or after July 15, 2009 is set forth in subsection (27) of this section 10.01.

(3) *Membership.* All employees and retirees shall be compulsory members of this plan, except for the following:

(a) The city manager and city attorney, who may participate in the plan with the approval of the city commission.

(b) Employees who serve as active city law enforcement officers or firefighters and who are required to be certified as law enforcement officers or firefighters in accordance with state law.

(c) Seasonal and part-time employees.

(d) Elected officials.

(e) Independent contractors.

(f) Employees hired prior to the effective date of this ordinance who are employed by the city on that date, whose services are compensated on a contractual basis, and who do not elect to participate in this plan in accordance with subsection (4)(g).

(4) *Credited Service.* Each member shall receive credit for service rendered as an employee as follows:

(a) Any employee in the service of the city on September 30, 1958, or on sick leave or on an approved leave of absence on such date, provided such leave shall not have extended for more than six (6) months after such date, shall be entitled to credit for service rendered as an employee of the city prior to October 1, 1958, for the purpose of the fund.

(b) Each person becoming a member of the fund after September 30, 1958, shall be entitled to credited service for all service rendered the city on or after October 1, 1958, for which he or she shall have received compensation; provided, however, that no credited service shall be earned after a member has entered the DROP plan as herein described.

(c) In computing credited service, twelve (12) months of service shall constitute a year of service and fifteen (15) days or more of service during any month shall constitute a month of service.

(d) A member may receive additional credited service for up to six months in the last year of city employment by paying into the fund the member contributions that normally would have been paid to the fund had the employee worked the necessary time to complete the year. Additional credited service purchased in accordance with this paragraph may not be used to obtain the minimum service required for vesting or participation in the DROP plan.

(e) A member shall be eligible to receive up to five years of credited service under the Plan for service in the uniformed services of the United States as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994 (28 U.S.C. §§ 4301 *et seq.*), as amended, provided that the member:

(i) was employed by the city when he or she entered the uniformed services:

(ii) is reemployed by the city within the time specified in the Act:

(iii) leaves his or her contributions in the plan during the period of military service; and

(iv) deposits into the fund within a period that does not exceed the period of military service the member contributions that would have been required to have been made by members during the period of such service based on the members' city compensation prior to entering military service, for each month of credited service, together with interest equal to the overall rate of return on fund investments from the date of reemployment to the date of deposit.

This paragraph (e) is intended to comply with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (28 U.S.C. §§ 4301 *et seq.*), as amended, and in the event of any conflict or inconsistency with the Act, the provisions of the Act shall be controlling.

(f) Any person who was a member of this plan on June 4, 2003 and employed by the city on January 3, 2001 may purchase credited service under the plan for all prior periods of city employment in a position eligible for membership in the Plan in accordance with subsection (3), that were not included in the member's credited service; provided that credited service for prior city employment as a CETA, BETA or temporary employee may be purchased only by members who are employed in a position covered by this plan at the time of such purchase. Such member may enter into an agreement at any time prior to separation from city employment to purchase such credited service by paying a contribution of seven percent (7%) of the compensation received during the period of prior employment, plus a buy-back fee of four percent (4%) of the total contribution amount. If the total contribution amount and buy-back fee is not fully paid by the time the member leaves city employment, an additional six and one-half percent (6½%) fee will be charged on the unpaid balance remaining when the member separates from city employment. Payments for the purchase of credited service made pursuant to this paragraph must be made using any one or a combination of the following options:

(i) Cash lump sum payment.

(ii) Direct transfer or rollover of an eligible rollover distribution from a qualified plan, in accordance with subsection (25).

(iii) Time payment plan. Under this option the member may elect to pay any remaining balance due for the purchase of credited service through a time payment plan approved by the city and the employee. Under such plan, bi-weekly payments shall be deducted from the member's compensation, and if there is any remaining balance due upon separation from city employment, monthly payments shall be deducted from the member's monthly pension benefit until the remaining balance is fully paid: provided that the deduction shall not exceed twenty percent (20%) of the member's gross monthly pension benefit.

(g) Employees hired prior to the effective date of this ordinance who are employed by the city on that date, whose services are compensated on a contractual basis, may elect to participate in this plan by submitting a written election to participate, on a form approved by the city, within one year following the effective date of this ordinance. Any such member may purchase credited service under the plan for all prior periods of city employment in a position eligible for membership in the plan in accordance with subsection (3), under the same conditions and options as provided for the purchase of

credited service under paragraph (f), above. The election to participate in the plan under this paragraph (g) shall be irrevocable. Any person who is eligible to become a member of the plan under this paragraph (g) who does not submit a timely written election to participate in accordance with this paragraph shall not be eligible to participate in the plan for as long as he or she is compensated on a contractual basis.

(h) Notwithstanding anything to the contrary contained in this plan, a member who is receiving retirement benefits under this fund which are based on previous employment with the city shall not be required to make member contributions and shall not accrue additional benefits or receive additional credited service for any additional periods of employment. A member who retired pursuant to the Early Retirement Incentive Plan created by Ordinance No. 0-94-34 shall not thereafter be eligible for full or part-time city employment.

(i) Notwithstanding any other provision of this Article, effective October 1, 2005, any former member of this plan who is employed as a city police officer on the effective date of this paragraph, and has credited service under this plan with an accrued benefit rate of less than three percent (3%) per year, may purchase the difference between the accrued benefit rate and three percent (3%) per year by paying the full actuarial cost of such difference. Full payment for this additional accrued benefit rate must be made within sixty (60) days following the effective date of this paragraph.

(5) *Normal Retirement Date.*

(a) A member hired prior to July 15, 2009 who separates from city employment on or after July 1, 1999 may retire with normal retirement benefits upon attaining twenty-five (25) years of credited service regardless of age, or upon reaching age fifty-five (55) with at least five (5) years of credited service.

(b) A member who separates from city employment on or after November 7, 1990 and before July 1, 1999 may retire with normal retirement benefits upon attaining twenty-five (25) years of credited service regardless of age, or upon reaching age fifty-five (55) with at least ten (10) years of credited service.

(c) A member who separates from city employment prior to November 7, 1990 may retire with normal retirement benefits upon attaining age fifty-five (55) with at least twenty-five (25) years of credited service, or upon reaching age sixty-two (62) with at least ten (10) years of credited service.

(d) The normal retirement date for members hired on or after July 15, 2009 is specified in subsection (27) of this section 10.01.

(6) *Normal Retirement Benefit.*

(a) The retirement benefit payable to a member hired prior to July 15, 2009 who separates from city employment on or after October 1, 1998 shall be three percent (3%) of average final compensation multiplied by years of credited service, up to a maximum of twenty-seven (27) years of credited service and a maximum pension rate of eighty-one percent (81%). Such benefit shall be payable on the member's normal retirement date and separation from city employment.



(b) The retirement benefit payable to a member who separates from city employment on or after February 1, 1974 and before October 1, 1998 with ten (10) or more years of credited service shall be two and one-half percent (2.5%) of average final compensation multiplied by years of credited service, up to a maximum of thirty (30) years of credited service and a maximum pension rate of seventy-five percent (75%), excluding those members who retired pursuant to the Early Retirement Incentive Plan created by Ordinance No. 0-94-34. Such benefit shall be payable on the member's normal retirement date and separation from city employment.

(c) The normal retirement benefit for members hired on or after July 15, 2009, is specified in subsection (27) of this section 10.01.

(7) *Deferred Vested Retirement.* Any member hired prior to July 15, 2009, irrespective of age, who separates from city employment on or after July 1, 1999 after having completed at least five (5) years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age fifty-five (55) based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date. Any member, irrespective of age, who separated from city employment before July 1, 1999 after having completed at least ten (10) years of credited service and did not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age sixty-two (62), based on the benefit formula in effect on the date of separation from city employment and years of credited service and average final compensation on that date. Deferred vested retirement for members hired on or after July 15, 2009 is set forth in subsection (27) of this section 10.01.

(8) *Deferred Retirement Option Plan.*

(a) A deferred retirement option plan ("DROP plan") is hereby created.

(b) An employee covered by the Charter plan and hired prior to July 15, 2009 may enter into the DROP plan on the earlier of the first day of any month following the employee's fifty-fifth birthday and tenth-year anniversary of credited service, or the first day of any month following the completion of a total of twenty-five (25) years of credited service. An employee hired on or after July 15, 2009 shall not be eligible to participate in the DROP.

(c) An employee electing to participate in the DROP plan must complete and execute the proper forms supplied by the pension coordinator. The election to participate in the DROP plan must be exercised prior to the attainment of thirty (30) years of credited service, or the right of election to participate in the DROP plan shall be forfeited.

(d) The duration and participation in the DROP plan shall be specified and shall not exceed a number of years which, when added to the number of years of all credited service which the member has in the retirement system, exceeds a total of thirty-two (32) years. In any event, the total participation in the DROP plan shall not exceed five (5) years and participation will end if the employee is terminated for just cause, dies or retires.

(e) A member may participate in the DROP plan only once, and after commencement, the employee shall not again have the right to be a contributing member of the retirement plan.

(f) Upon the effective date of employee commencement of participation in the DROP plan, neither the employee nor the employer contribution will continue to be paid.

(g) For purposes of this retirement plan, average final compensation and credited service shall be determined as of the effective date of commencement of participation in the DROP plan. The monthly retirement benefits ("DROP payments") that would have been payable, had the member elected to cease employment and receive a service retirement benefit, shall be paid into a deferred retirement option account.

(h) DROP payments shall earn interest at a rate set by the board of trustees, through the date of termination of the member's participation in the DROP. Notwithstanding the preceding sentence, effective July 1, 2006 for members included in the AFSCME General bargaining unit, May 1, 2007 for members included in the AFSCME Professional and Supervisory units, and July 1, 2007 for members not included in any bargaining unit, DROP payments shall earn interest at the same rate as the net rate of investment return on plan assets. Upon termination of a member's participation in the DROP and separation from city employment, the DROP account balance credited to the member shall be distributed to the member under one or a combination of the following options selected by the member in accordance with procedures established by the board:

(i) A single lump sum payment equal to the balance in the member's DROP account as of the date of termination from the DROP plan; or

(ii) A direct rollover to a qualified plan or a direct trustee to trustee transfer to an eligible plan.

(i) The member's selection of a distribution option shall be irrevocable. If the member does not select a distribution option within sixty (60) days following separation from city employment, the DROP account shall be distributed in accordance with option one, above.

(j) If a participant dies during the period of participation in the DROP plan, a lump sum equal to DROP payments including earned interest to the date of the member's death shall be paid to the named beneficiary or, if no beneficiary is named, to the estate of the employee in addition to any other normal survivorship benefits which would be paid.

(k) A DROP participant may terminate DROP participation and resign from city employment prior to the end of the maximum DROP period. Upon termination of DROP participation and separation from city employment, a member shall receive a distribution of his/her DROP account balance in accordance with paragraph (h) above, and regular monthly service retirement benefit payments shall thereafter commence. If a DROP participant does not separate from city employment at the end of the maximum DROP period, the DROP account will not be credited with additional interest and the member's monthly retirement benefit will not be paid until the member separates from city employment.

(l) If an employee becomes disabled during the period of DROP participation and employment is terminated because of disability, the employee shall receive payment of the DROP account balance as set forth in this section. Thereafter, such member shall receive, at the member's election, a normal retirement benefit calculated in accordance with subsection (5), or a disability retirement benefit calculated in accordance with subsection (12), based on the compensation and years of credited service in effect on the date the DROP participation began.

(m) The commission may, by ordinance, implement the provisions of the DROP plan.

(9) *Service Retirement Benefit; Optional Forms.*

(a) The retirement benefit to be paid by the system shall be a life annuity, provided that the member shall have an option, prior to the date of retirement, to receive his or her benefit under any of the following forms:

1. Five (5) years certain and life thereafter. Under this option, the member receives a reduced monthly benefit for life, and if the member dies within five (5) years following retirement, the same monthly benefit is paid to the member's designated beneficiary for the remainder of the five (5) year period.

2. Ten (10) years certain and life thereafter. Under this option, the member receives a reduced monthly benefit for life, and if the member dies within ten (10) years following retirement, the same monthly benefit is paid to the member's designated beneficiary for the remainder of the ten (10) year period.

3. Twenty (20) years certain and life thereafter. Under this option, the member receives a reduced monthly benefit for life, and if the member dies within twenty (20) years following retirement, the same monthly benefit is paid to the member's designated beneficiary for the remainder of the twenty (20) year period.

4. Joint and last survivor, whereby the retired member shall receive a reduced monthly benefit for life, and following the retired member's death, the same monthly benefit is paid to the member's designated beneficiary for life.

5. Joint and last survivor, whereby the retired member shall receive a reduced monthly benefit for life, and following the retired member's death, the designated beneficiary receives one-half of the member's reduced monthly benefit for life.

(b) All of these optional forms shall be actuarially equated to the life annuity to which the member is entitled at the date of retirement.

(c) A member may change his or her designated beneficiary at any time. If a retiree changes his or her designated beneficiary, the retiree's benefit shall be actuarially adjusted to reflect the age of the new beneficiary.

(d) A member may designate any number of beneficiaries. If he or she designates more than one, the age of the younger or youngest will be used in the calculation of benefits.

(10) *Benefit Adjustments.*

(a) Effective January 1, 1970, a member who retired prior to January 1, 1968, shall have his or her monthly retirement adjusted so as to result in a minimum payment of one hundred dollars (\$100.00) per month, unless he or she has elected to receive his or her benefit under any of the options enumerated hereinabove, in which case a proportionate adjustment shall be made in accordance with the actuarial tables provided by the actuary.

(b) Effective January 1, 1970, a member retiring after January 1, 1968, shall have his or her monthly retirement benefit adjusted to the greater of either two and one-half percent (2½%) of his or her highest average monthly salary for any three (3) consecutive years within his or her last ten (10) years of service, multiplied by the number of years of service, or one hundred dollars (\$100.00) per month. If, however, the member has elected to receive his or her benefit under the options enumerated hereinabove, the adjustment shall be made in accordance with the actuarial tables provided by the actuary.

(c) There shall be payable to a retiree whose retirement date occurs after October 1, 1989 and before August 17, 2009, commencing three (3) years after retirement benefits begin, a two percent (2%) cost of living adjustment (COLA) in retirement benefits annually, including benefits paid into the DROP account.

(d) There shall be payable to a retiree whose retirement date occurred before October 1, 1989, commencing, October 1, 1999, a two percent (2%) cost of living adjustment (COLA) in retirement benefits annually.

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(e) For members hired prior to July 15, 2009 who retire on or after August 17, 2009 without entering the DROP, a two percent (2%) COLA shall be payable annually commencing three (3) years after retirement benefits begin. For members hired prior to July 15, 2009 who enter the DROP on or after August 17, 2009, a two percent (2%) COLA shall be payable annually, commencing the later of three (3) years after retirement benefits begin or one (1) year after separation from employment following participation in the DROP.

(f) Members hired on or after July 15, 2009 shall not be eligible for a COLA.

(11) *Supplemental Pension Distribution.*

(a) Effective October 1, 2002, a supplemental pension distribution program shall be established in accordance with this subsection. For the purpose of this subsection, an eligible person is any member who is employed by the city on October 1, 2002 and any member who is receiving benefits from the plan on that date, or the spouse of such member if the member is deceased and the spouse is receiving benefits from the plan. A supplemental pension distribution shall be paid to each eligible person other than a DROP participant who receives retirement benefits from the plan, for each plan year beginning October 1, 2002 through September 30, 2005 in which the net market rate of return on fund assets exceeds the assumed rate of investment return plus two (2) percent. For plan years beginning October 1, 2005 and thereafter, a supplemental pension distribution shall be paid to each eligible person other than a DROP participant who receives retirement benefits from the plan, as follows:

1. For the plan year beginning October 1, 2005, a supplemental pension distribution shall be paid if the net market rate of return on fund assets exceeds the assumed rate of investment return plus three (3) percent.

2. For the plan year beginning October 1, 2006, a supplemental pension distribution shall be paid if the net market rate of return on fund assets exceeds the assumed rate of investment return plus four (4) percent.

3. For the plan year beginning October 1, 2007 and thereafter, a supplemental pension distribution shall be paid if the net market rate of return on fund assets exceeds the assumed rate of investment return plus four and one-half (4.5) percent.

(b) For the purpose of this subsection (11), "net market rate of return" means the rate of return on a market value basis net of investment related expenses for each year ending September 30. 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 with respect to eligible retirees multiplied by the excess (not to exceed two percent) of the net market rate of return, over the assumed rate of investment return plus two percent, for the years beginning October 1, 2002 and ending on or before September 30, 2005. For plan years beginning October 1, 2005 and thereafter, 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 with respect to eligible retirees multiplied by the excess (not to exceed two percent) of the net market rate of return, over the assumed rate of investment return plus:

1. Three (3) percent for the plan year beginning October 1, 2005;
2. Four (4) percent for the plan year beginning October 1, 2006; and
3. Four and one-half (4.5) percent for plan years beginning October 1, 2007 and thereafter.

(c) For those years in which a supplemental pension distribution is payable, the amount of the supplemental pension distribution paid to each eligible person shall be determined as follows:

1. First, the total amount of the supplemental pension distribution for a particular year shall be divided by the total years of credited service attributable to all eligible persons who are receiving retirement benefits from the plan (not to exceed 25 years for each eligible person).

2. Then, the amount obtained in subparagraph (1), above, shall be multiplied by the years of credited service attributable to each eligible person (not to exceed 25 years) to produce the amount of the supplemental pension distribution payable to each eligible person.

(d) The supplemental pension distribution shall not be paid to any member who is participating in the DROP, for as long as the member participates in the DROP. For the purpose of this subsection (11), credited service includes only those periods in which the member contributed a percentage of his/her compensation to the fund. The board may adopt rules to implement this subsection.

(12) *Disability Retirement.*

(a) Except as set forth in paragraph (c) below, 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 or her position in the service of the city, such member shall be entitled to a disability retirement benefit equal to seventy-five percent (75%) of his or her salary from the first day of disability. Based on the available medical information, the Human Resources Director shall make the final determination regarding the ability of the member to perform the specific duties of his or her position.

(b) Except as set forth in paragraph (c) below, upon total and permanent disability of a member hired prior to July 15, 2009 having at least five (5) years of credited service, from causes other than the performance of an act of duty as an employee of the city, resulting in the inability of the member to perform the specific duties of his or her position in the service of the city, such member shall be entitled to a disability retirement benefit equal in rate to that provided for service retirement, but not less than twenty percent (20%) of average salary. Based on the available medical information, the Human Resources Director shall make the final determination regarding the ability of the member to perform the specific duties of his or her position. The eligibility of members hired on or after July 15, 2009 for non-duty disability benefits is specified in subsection (27) of this section 10.01.

(c) The disability benefit as herein provided shall continue until the member is able to return to work, or dies; provided that the member shall have an option, at the date of retirement, to receive his or her benefit under either form number 4 or form number 5, subsection 10.01 (9)(a) of this Charter.

(d) Notwithstanding the provisions of paragraphs (a) and (b) above, a member shall not be entitled to a disability retirement benefit if the city offers the member, with no change in salary or benefit level, a newly created modified duty position or a vacant position which the member is capable and qualified to perform. If the position is a vacant position, it shall be a position within the Civil Service System provided in Article IX of this Charter. Any member who is placed in such a position shall have preference for future vacant positions without regard to the provisions of Article IX of this Charter. Placement in a position pursuant to this paragraph shall be at the discretion of the Human Resources Director. This paragraph shall not apply to any member who was injured or disabled prior to July 1, 1999.

(e) The amount of a disability retirement benefit payable by reason of injuries sustained while in the performance of an act of duty as an active employee of the city shall be reduced to the extent that the sum of the disability retirement benefit to which the retiree would otherwise be entitled and the retiree's workers compensation benefits exceeds the retiree's average weekly wages at date of retirement. For purposes of this paragraph, "average weekly wages" shall be determined as prescribed in Chapter 440, Florida Statutes (the Workers Compensation Law).

(f) The amount of a disability retirement benefit shall be reduced annually by the amount of salary received by the member, and by the amount of net earnings from self-

employment income received by the member. Neither social security nor workers compensation benefits shall be deemed salary or net earnings from self-employment income under this paragraph. Not later than April 15 of the year following any calendar year in which a member received a disability retirement benefit for the entire year, the member shall submit to the board the first page of his or her federal income tax return. Commencing with the first monthly payment thereafter to which the reduction can be applied, the member's disability retirement benefit for twelve (12) consecutive monthly payments shall be reduced by an amount equal to one-twelfth (1/12) of the salary received by the member and one-twelfth (1/12) of the net earnings from self-employment income received by the member during the preceding calendar year. This paragraph shall not apply to any member who was injured or disabled prior to July 1, 1999. Notwithstanding any other provision of this paragraph, effective October 1, 2005 the provisions of this paragraph shall apply only to disability retirement benefits payable by reason of injuries sustained while in the performance of an act of duty as an active employee of the city; and any member who was receiving non-duty disability retirement benefits on June 1, 2001, or who commenced receiving non-duty disability retirement benefits after that date, shall not be subject to the benefit reduction provided in this paragraph.

(g) Members receiving disability retirement benefit shall be subject to periodic investigations and medical examinations as deemed necessary by the board and the city. The board shall prescribe rules and regulations governing the payment of the disability benefits herein provided, including prescribing the requirements for such periodic investigations and medical examinations in the interest of an effective and efficient administration of these benefits.

(13) *Death Benefits.*

(a) Effective April 5, 2006 for members included in the AFSCME General bargaining unit, March 7, 2007 for members included in the AFSCME Professional and Supervisory bargaining units, and July 18, 2007 for members not included in any bargaining unit, when an employed member of the employees retirement fund of the City of Hollywood, who is vested, dies before retirement, his or her designated beneficiary (or beneficiaries) shall have the option of receiving the member's contribution to the fund, plus simple interest at the rate of four percent (4%) per year, or benefit payments until his or her own death equal to the benefit payments the deceased member would have received had he or she retired on the day of his or her death having selected to receive his or her annuity under form number 4, subsection 10.01(9)(a) of this Plan.

(b) *Benefits Payable Upon a Member's Death Following Retirement.*

(i) If a member elects to receive an optional benefit form pursuant to subparagraph (9)(a)1., 2., or 3., that benefit shall be paid upon retirement for the member's lifetime, and if the member dies before the specified period of benefits ends, the benefit shall be paid to the member's beneficiary (or if more than one beneficiary is designated, in equal shares to each beneficiary), for the remainder of the specified period. Upon the death of any designated beneficiary following the retired member's death, the benefit shall continue to be paid, in equal shares, to any remaining beneficiaries for the remainder of the specified period. If all designated beneficiaries pre-

decease the retired member, any remaining benefit shall be reduced to present value and paid to the member's estate upon the death of the member. Upon the death of the last surviving designated beneficiary following the death of the retired member, any remaining benefit shall be paid to the last surviving beneficiary's estate.

(ii) If a member receives a life annuity or elects to receive an optional benefit form pursuant to subparagraph (9)(a) 4. or 5., upon death of the last survivor of the retired member and the retired member's designated beneficiaries, a payment shall be made to the last survivor's designated beneficiary or estate of the excess, if any, of the contributions made by the member over the total amount paid by the fund to the retired member or designated beneficiaries, plus simple interest at the rate of 4% per year.

(c) Upon death of a vested member after separation from city employment but before retirement, if such member had elected to receive an optional benefit form pursuant to subsection (9)(a), benefit payments shall be made to the beneficiary designated by the member commencing on the date the member would have become eligible for benefit payments in accordance with subsection (4). If such member did not elect to receive an optional benefit form pursuant to subsection (9)(a), or upon the election of the member's designated beneficiary, the beneficiary shall receive payment of the member's contributions to the fund, plus simple interest at the rate of four percent (4%) per year to the date of separation from employment, in lieu of any other benefit. If no beneficiary is designated, the member's contributions to the fund, plus simple interest at the rate of four percent (4%) per year to the date of separation from employment, shall be paid to the member's estate.

(14) *Refund of Member Contributions.*

(a) Any member who separates from city employment may elect to receive a refund of his or her total contributions plus simple interest at the rate of four percent (4%) per year through the date of separation.

(b) Any member receiving a refund of contributions shall thereby waive, forfeit and relinquish all accrued rights in the fund including all accumulated credited service, provided that if a member who has withdrawn his or her contributions shall reenter the service of the city and render at least three (3) years of credited service following his or her reentry, he or she shall have the right to make a repayment of the refund or refunds including interest at four percent (4%) per annum for the period of his or her absence from service of the city, and thereby have restored to him or her all credited service previously forfeited by the acceptance of a refund.

(15) *Financing.*

(a) The fund shall be financed in accordance with actuarial requirements by the following revenues:

1. Contributions by employees hired prior to July 15, 2009 of seven percent (7%) of compensation prior to October 1, 2009, eight percent (8%) of compensation as of October 1, 2009 and nine percent (9%) of compensation as of October 1, 2010, to be deducted from members' pay at regular payroll periods. Contributions deducted from a member's pay, including contributions deducted from a member's pay to purchase



credited service in accordance with subsection (4)(f) and (4)(g), shall be designated as employer contributions pursuant to section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes in accordance with the code and applicable regulations. For all other purposes of the plan, such contributions shall be considered to be member contributions. A member's election to purchase credited service through payroll deduction in accordance with subsection (4)(f) or (4)(g) shall be irrevocable. The employee contributions for members hired on or after July 15, 2009, is specified in subsection (27) of this section 10.01.

2. Contributions by the city in an amount which, when added to the members contributions, will be sufficient to fund the plan on a sound actuarial basis, which contributions shall be made concurrently with contributions by the members according to rates established by the board upon recommendation of the actuary;

3. Interest earned on investments; and

4. Miscellaneous income accruing to the fund.

(b) The board shall certify annually to the city commission on or before April 1 of each year the amount necessary to fund the plan on a sound actuarial basis for the following fiscal year.

(c) Forfeitures may not be applied to increase the benefits any member would otherwise receive under the plan.

(16) *Depository Account.* The moneys constituting the fund derived from the aforesaid revenues shall be deposited by the treasurer in an account entitled "employees' retirement fund of the City of Hollywood" and shall be subject to the laws and regulations that apply to other city funds.

(17) *Investments.*

(a) The board shall have exclusive charge of the investment of any assets in the fund not needed for the fund's current obligations, and may invest such assets in accordance with the written investment policy adopted by the board pursuant to paragraph 17(b), below. Board members must discharge their duties with respect to the plan solely in the interest of the participants and beneficiaries and for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; and (ii) defraying reasonable expenses of administering the plan; with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims: by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

(b) The board shall adopt and periodically update a written investment policy in accordance with section 112.661, Florida Statutes, as such statute may be amended in the future. Within the limitations of the foregoing standards and investment policy, the board is authorized to acquire and retain in the fund every kind of investment specifically

including, but not limited to stocks, bonds, securities, debentures, real estate, mutual funds, trusts and other obligations which persons of prudence, discretion and intelligence acquire or retain for their own account.

(c) In carrying out its investment duties, the board shall engage such custodial, investment management, and other professional consultants as the board deems necessary and prudent.

(18) *Management.*

(a) The fund shall constitute a trust to operate for the exclusive benefit of the participating employees by a board of trustees of seven (7) members. The board shall consist of two (2) persons designated as citizen members who shall be residents of the city, who shall be appointed by and serve at the pleasure of the City Commission, and who shall not be identified with the city government; the city manager or the city manager's designee; two (2) members representing the employees, who shall be employee members (including DROP participants) with at least six (6) years of credited service, and who shall be elected by vote of all employee members (including DROP participants); one (1) member representing the retirees, who shall be a retiree (but not a DROP participant) elected by vote of all retired members (excluding DROP participants); and one (1) member representing the employees whose positions are not included in a collective bargaining unit, who shall have some accounting or investment experience and shall be appointed by and serve at the pleasure of the city manager. The pension coordinator shall administer the election of employee board members, subject to the direction of the board. Each of the three employee members shall attend two (2) pension-related seminars during the member's first year of service on the board. The fund shall pay all expenses, as appropriate, related to all board members attendance at such required seminars, in accordance with policies approved by the board.

(b) The terms of office of all board members shall be three (3) years.

(c) In case of a vacancy occurring in the board membership appointed by city commission, the city commission shall appoint a successor for the unexpired term of the office so vacated. In case of vacancy occurring in the board membership appointed by the city manager, the city manager shall appoint a successor for the unexpired term of the office so vacated. In case of a vacancy occurring in the board membership elected by employee members, if less than one year remains in the term of the vacating board member, the board shall appoint a successor who meets the qualifications for the vacated office from among those members who submit a written expression of interest to the board; and if one year or more remains in the term of the vacating board member a special election shall be held in accordance with subsection (18)(a) to fill the remainder of the term. In case of a vacancy occurring in the board membership elected by retiree members, if less than one year remains in the term of the vacating board member, the City of Hollywood Retirees Association shall appoint a successor who meets the qualifications for the vacated office from among those members who submit a written expression of interest to the association; and if one year or more remains in the term of the vacating board member a special election shall be held in accordance with subsection (18)(a) to fill the remainder of the term.

(d) Trustees shall serve without compensation but shall be reimbursed for any expenses incurred in connection with service as members of the board.

(e) The board shall elect annually from among its members a chair and vice-chair.

(f) Meetings of the board shall be open to the public.

(g) The board shall formulate policy and shall be responsible for the proper operation and administration of the affairs of the fund.

(h) The board shall from time to time establish rules and regulations implementing the provisions hereof, for the proper administration of the fund and for the transaction of its business consistent with the provisions of this article. It shall adopt bylaws to define the duties of its officers and govern the conduct of its meetings.

(19) *Administration.*

(a) For the purposes of administering the fund in accordance with the terms of this plan and to execute the orders and directions of the board of trustees and the committee on investments, there shall be created in the office of the city manager a division of pensions.

(b) The division of pensions shall be subject to all the laws, rules and regulations governing all departments, divisions and bureaus of the city government. To the extent possible, the accounts and records of the fund shall be integrated with the operations of the city government.

(c) The city manager shall appoint a person to serve as secretary of the fund who shall perform such duties as may be assigned by the board.

(d) The director of the department of financial services of the city shall be ex officio treasurer of the fund and shall be the official custodian of all cash and securities and books and accounts belonging to the fund which shall be maintained in a special trust fund for the account of the fund. He or she shall receive all moneys and securities for the account of the fund, deposit such moneys and make payments for purposes specified in this plan upon vouchers signed by him or her, in accordance with authorization of the board.

(e) The secretary shall be in charge of records, files, and all papers and documents belonging to the board.

(f) The city shall retain an attorney to serve as legal advisor to the board.

(g) The city manager, subject to applicable rules and regulations governing the employment of personnel, may employ actuarial, medical, clerical and other assistants as may be required in the operation of the fund and to effectuate the purposes of this plan.

(h) A separate corporate surety bond shall be furnished by the finance director, acceptable to the board, of such amount as the board shall designate; and surety bonds shall be taken out covering the chairman and secretary of the board, in favor of the fund, in amounts stipulated by the board.

(i) The legal advisor, the pension coordinator, and the costs of the pension coordinator's office shall be paid by the fund. All other costs and expenses incurred in the administration of the fund shall be paid by the city, and no part of such expenses shall be charged to the retirement fund, except as otherwise specifically provided in the Plan.

(j) Proper and adequate records and accounts shall be established and maintained which will give full effect to the requirements of this plan.

(k) An annual audit of books, accounts and records of the fund shall be made by a certified public accountant selected by the board. As part of the audit, an annual report shall be prepared by the director of the department of financial services and be audited by a certified public accountant as of the close of each fiscal year for submission to the board, showing the assets and liabilities of the fund at the end of such year and the income and expenditures for the year and other data pertinent to the operation of the fund. A synopsis of such report may be prepared for distribution to the members of the fund.

(l) The board shall engage an independent contractor to serve as pension coordinator. The board shall provide an office for the pension coordinator. The pension coordinator shall be available during normal business hours to assist members and retirees in matters related to their pensions and retirement as provided in this plan.

(20) *Accounting.* The assets of the fund shall be held for the express purpose set forth in this plan subject to the conditions prescribed herein. An adequate system of accounts and records shall be established and maintained to give effect to the requirements herein.

(21) *Actuarial studies.* An actuarial valuation of the fund shall be conducted periodically in accordance with applicable law, but at least once every three (3) years. In conjunction with the actuarial valuation, the actuary shall provide a supplemental report containing comparative data from other governmental pension plans, as specified by the board. An experience study shall be conducted at least once every five (5) years, and more frequently if authorized by the board, to review mortality, turnover, disability, interest and other actuarial factors assumed in the calculation of costs and liabilities, and to vary the city's contribution rate. Any proposal for changes in the benefit schedule shall be subject to evaluation by the actuary and his or her report and recommendations.

(22) *Non-Alienation.* The right of a member to a service retirement benefit, disability retirement benefit, payment upon death, refund of contributions or any other right, accrued or accruing to any member or beneficiary under the provisions of this plan, shall be unassignable and shall not be subject in any manner whatsoever to anticipation, alienation, sale, execution, garnishment transfer, assignment, pledge, encumbrance, charge or attachment, or any other legal process whatsoever.

(23) *DeMinimus Payments.* If the present value of any nonforfeitable accrued benefit is less than \$5,000, the board may direct at the member's request that such benefit be distributed to the member or beneficiary in a lump-sum, and such lump sum payment shall fully discharge all liability of the fund with respect to such benefit.

(24) *Insurance.* The commission shall have the power to provide for life or disability insurance for all city employees, agents and officers in a group insurance plan

approved by the commission, and to pay all or part of the premiums thereon as the commission may by resolution determine.

*(25) Direct Transfers of Eligible Rollover Distributions.*

(a) Rollover Distributions

(i) General. This subsection applies to distributions made on or after the effective date of this ordinance. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(ii) Definitions

(a) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income. Any portion of any distribution which would be includible in gross income will be an eligible rollover distribution if the distribution is made to an individual retirement account described in section 408(a), to an individual retirement annuity described in section 408(b) or to a qualified defined contribution plan described in section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is not so includible.

(b) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the code, an eligible deferred compensation plan described in section 457(b) of the Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this plan, an annuity contract described in section 403(b) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving spouse.

(c) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.

(d) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(iii) Rollovers or Transfers into the Fund. On or after the effective date of this ordinance, the fund will accept member rollover cash contributions and/or direct cash rollovers of distributions for the purchase of credited service pursuant to subsection (4)(f) and (4)(g), as follows:

(a) Direct Rollovers or Member Rollover Contributions from Other Plans. The plan will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 403(a) of the Code, from an annuity contract described in section 403(b) of the Code, or from an eligible plan under section 457(b) of the Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) Member Rollover Contributions from 401 (a), Plans and IRAs. The plan will accept a member rollover contribution of the portion of a distribution from qualified plan described in section 401(a) of the Code, or from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code, that is eligible to be rolled over and would otherwise be includible in the member's gross income.

(26) *Maximum Pension Limitation.* Notwithstanding any other provision of this plan, the total annual benefit paid to a member may not exceed the maximum adjusted benefit defined in § 415(b) of the code.

(27) *Benefits and employee contributions for members hired on or after July 15, 2009.*

(a) Notwithstanding any other provision of the Plan, members hired on or after July 15, 2009 shall receive the same retirement benefits as members hired prior to that date, except as follows:

(1) The normal retirement dates shall be age fifty-seven (57) or older with twenty-five (25) years of credited service; age sixty (60) or older with seven (7) years of credited service; or thirty (30) years of credited service, regardless of age.

(2) The vesting period shall be seven (7) years of credited service.

(3) Upon reaching the normal retirement date, a member is entitled to a normal retirement benefit of two and one-half percent (2.5%) of average final compensation for each year of credited service, up to a maximum benefit of eighty one percent (81%) of average final compensation.

(4) Average final compensation shall be based on the member's highest one hundred four (104) consecutive bi-weekly pay periods of credited service.

(5) Compensation shall include only the member's base pay, which includes longevity pay, but no other payments shall be included.

(6) Eligibility for non-duty disability benefits shall commence upon attaining seven (7) years of credited service.

(7) A member who separates from city employment prior to his or her normal retirement date after having completed at least seven (7) years of credited service and does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age sixty (60) based on the benefit formula in effect on the date of separation from city employment, and years of credited service and average final compensation on that date.

(b) Notwithstanding any other provision of the plan, members hired on or after July 15, 2009 shall contribute nine (9) percent of their compensation to the plan.

(Ord. O-84-14, passed 2-3-84; Am. Ord. O-90-20, passed 9-5-90; Amended by SB-3110, effective 5-5-94; Am. Ord. O-94-34, passed 7-20-94; Am. Ord. O-95-67, passed 11-1-95; Am. Ord. O-99-34, passed 10-20-99; Am. Ord. O-2001-03, passed 1-17-01; Am. Ord. O-2001-04, passed 1-17-01; Am. Ord. O-2003-07, passed 6-4-03; Am. Ord. O-2007-25, passed 7-18-07; Am. Ord. O-2009-26, passed 9-2-09)

*Editor's note: Ord. O-94-34 was adopted July 20, 1994, approved at an election held September 8, 1994, and is effective September 9, 1994.*

#### **Sec. 10.02. Ordinances implemented and ratified.**

This article shall be deemed implemented by ordinances of the City of Hollywood not inconsistent with the provisions hereof, which ordinances in force on the effective date hereof are hereby ratified and confirmed.

(Ord. O-84-14, passed 2-3-84)

#### **Sec. 10.03. Transfer of a member to another level of government; continuation in pension plan.**

When a city employee who is in the employees' retirement fund leaves the services of the city due to the transfer of that employees' function to another level of government, and the city employee goes immediately into the service of the other level of government, and the other level of government and the city have a contractual arrangement whereby such employee may remain in the employees' retirement fund of the city, then such other employee will be allowed to remain [in] the employees' retirement fund, with the city's contribution to said fund paid by the other level of government unless otherwise so provided.

(Ord. O-84-14, passed 2-3-84; Am. Ord. O-99-34, passed 10-20-99)

#### **Sec. 10.04. Assets of prior funds.**

(1) The assets of the Hollywood City Employee's Supplemental Retirement System (the "supplemental plan") shall be merged into the assets of the Charter plan, subject to preservation of the rights of those employees who are currently in the one-percent (1%) noncontributory portion of the supplemental plan ("1% supplemental plan") prior to the date of merger making an irrevocable election to remain in the one-percent (1%)

supplemental plan within ninety (90) days of written notification to the employee by the retirement board of trustees.

(2) Those employees currently in the one-percent (1%) supplemental plan who enter the Charter plan shall receive a benefit of one percent (1%) per year for each year of credited service up to the date of the city's acknowledged receipt of a member's irrevocable election pursuant to this section. In the event that a member of the supplemental plan desires to increase his or her benefit rate for service prior to the date of merger, he or she shall do so at a rate and under such terms as designated by the retirement board of trustees for the Charter plan. Those employees currently in the seven-percent (7%) contributory portion of the supplemental plan who enter the Charter plan shall receive a benefit of three percent (3%) per year for all years of credited service. For purposes of determining whether the transferred employee is eligible for any benefits under the Charter plan, his or her credited service, both prior to and after the date of merger, shall be included.

(3) Members of the Employees Supplemental Retirement System shall not be eligible to participate in the Early Retirement Incentive Program (ERIP) as described in Section 10.01 (8)(e).

(4) Those employees currently in the 1% supplemental plan shall cease to be in said plan and shall henceforth be members of the Charter plan; provided, however, that the benefit rate for such employees' past service shall remain at one percent (1%). All benefits accrued by such employees as a member of the 1% supplemental plan shall be frozen, and their vesting rights in the 1% supplemental plan shall not be affected. For purposes of determining whether any such employee is eligible for any benefits under the Charter plan, his or her credited service under both the 1% supplemental plan and the Charter plan shall be included. Except for the benefit rate and vesting rights as provided above, such employees shall be entitled to all benefits of the Charter plan.

(Ord. O-90-20, passed 9-5-90; Am. Ord. O-94-34, passed 7-20-94; Am. Ord. O-99-34, passed 10-20-99; Am. Ord. O-2001-03, passed 1-17-01 )

*Editor's note: Ord. O-94-34 was adopted July 20, 1994, approved at an election held September 8, 1994, and is effective September 9, 1994.*

#### **Sec. 10.05. Coordination of pension benefits.**

In the event that a city employee changes his or her job status with the city such that he or she is considered an employee pursuant to article X of the city Charter, he may become a member of the Charter plan subject to the following rules:

(a) "Date of transfer" shall be the date when the change in job status occurs such that he or she is considered an employee pursuant to article X of the city Charter.

(b) A member's total retirement benefits shall consist of a combination of the following:

(i) *Benefits payable by the previous plan.* The member's accumulated contributions, if any, shall remain funds of the previous plan. The member's retirement benefit payable from the previous plan shall be calculated by using benefit percentage



rates and his or her credited service as of the date of transfer, and the greater of his salary as of the date of his or her termination of employment or as the date of transfer. This benefit shall be payable commencing on the member's normal retirement date pursuant to the Charter plan. The transferred employee shall not be eligible for any other benefits from the previous plan.

(ii) *Benefits payable by the charter plan.* For purposes of determining eligibility for retirement benefits under the Charter plan, the employee's credited service prior to and after the date of transfer shall be included. For purposes of determining the amount of benefits payable under the Charter plan, excluding death and disability benefits, only service following the date of transfer shall be included. For purposes of determining the amount of any death or disability benefits payable under the Charter plan, credited service both prior to and after the date of transfer shall be included.

(c) In the event that a city employee who is a member of the Charter plan is no longer considered an employee pursuant to article X of the city Charter, the rules regarding his or her transfer to another retirement plan sponsored by the city shall be as set forth above, provided such other plan has appropriate language to accept transfers on the same basis.

(d) If, prior to the date when this language regarding transferred employees becomes effective, an employee had transferred from one (1) retirement plan sponsored by the city to another and had thereby lost credit under the previous plan for his or her service prior to the date of transfer, his or her credited service under the previous plan shall be restored under the following conditions:

(i) The person must be an employee of the city on the date this language becomes effective.

(ii) Upon notification, the employee must repay to the previous plan that amount of his or her contributions that he or she received from the previous plan due to his transfer to another plan within the city. The employee will have sixty (60) days to exercise this option. He or she will be given one (1) year to repurchase every two (2) years of prior service.

(iii) All previous contributions must be repaid prior to the employee's retirement to be eligible for any benefit under the previous plan.

(iv) Upon satisfaction of these conditions, the employee will be credited with service in each plan as indicated in section 10.05(b).

(e) The coordination of benefits provisions in this section 10.05 shall have no application to any city employee who becomes a Police Officer or Firefighter on or after July 15, 2009.

(Ord. O-90-21, passed 9-5-90; Am. Ord. O-2009-26, passed 9-2-09)

**Sec. 10.06. Tax qualification.**

In the event the city receives approval from the Internal Revenue Service for tax qualification of the Charter plan under the provisions of section 414(h)(2) of the Internal Revenue Code, such approval shall be implemented as soon thereafter as practicable.

(Ord. O-90-20, passed 9-5-90)

**Sec. 10.07. Article amendment or repeal.**

This article, including this section, may be amended, in whole or in part, or repealed by the City Commission upon approval of any such amendment or repeal by:

(a) A "majority plus one" vote of the City Commission and 50% plus one of the voting members of the Employee's Retirement Fund; or

(b) A majority vote of those qualified electors of the city voting in a referendum election called for such purpose by the City Commission and held in accordance with the provisions of law relating to elections currently in force in the city, or held in conjunction with a primary, general, or other special election held in the city.

**APPENDIX VII: Letter of Understanding**  
**Workers' Compensation Supplemental Pay**

REC  
5/23/09

**LETTER OF UNDERSTANDING**

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

WHEREAS, Article 15, Workers' Compensation/Supplemental Compensation of the Employee Organization Agreement between the City of Hollywood and AFSCME Local 2432 Professional Bargaining Unit provides for employees who become eligible for Workers' Compensation benefits due to a job-related injury or illness to receive from the City the identical wages and benefits which the employee would receive if working;

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

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

**AGREED TO BY ALL PARTIES TO THIS AGREEMENT.**

Effective this 6th day of June, 2005

FOR THE CITY

[Signature]  
Director  
Human Resources

6/6/05  
Date

FOR AFSCME

[Signature] 5/26/05  
Ralph Dierks Date

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

BY: [Signature]  
DANIEL L. ABBOTT  
CITY ATTORNEY

REP  
7/23/05

Re  
7/23/09



# CITY of HOLLYWOOD, FLORIDA

James Camicella  
Director

**COPY**

(954) 921-3218

March 23, 2000

MAR 23 PM 3:33  
HUMAN RESOURCES DIV.

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

Dear Ralph:

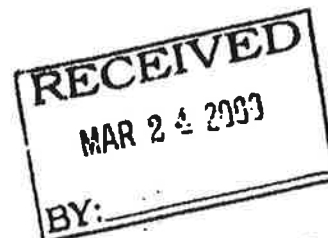
This letter serves to clarify the manner in which new hire merit increases for Supervisory Unit employees and Professional Unit employees will occur.

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

Sincerely,

James E. Camicella

c: Department and Office Directors  
Employment and Compensation Manager  
Payroll



C. CARLOS JARA



# CITY of HOLLYWOOD, FLORIDA

January 22, 2002

(954) 921-3201

Samuel A. Finz  
City Manager

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

RE: Zabric Grievance

HUMAN RESOURCES DIV.  
2002 JAN 22 PM 5:03

Dear Ralph,

The City is willing to settle the grievance filed by Mr. William Zabric in regard to Article 10 of the AFSCME Bargaining Unit Agreement issue in the following manner:

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

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

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

Sincerely,

Gail Reinfeld  
Interim Director, Human  
Resources & Risk Management

FOR THE CITY

Gail Reinfeld, Interim Director, Human Resources

Date 1/22/02

FOR THE UNION

Ralph Dierks, President, AFSCME, Local 2432

Date 1/22/02

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

"An Equal Opportunity and Service Provider Agency"

2/22/04

**APPENDIX IX: Letter Regarding Professional Engineer Certification Pay**

Rev  
7/22/09





# CITY of HOLLYWOOD, FLORIDA

2600 HOLLYWOOD BLVD. • P.O. BOX 229045 • ZIP 33022-9045 • PHONE (954) 921-3218

Human Resources and Risk Management • Room 203

Gail H. Reinfeld  
Director

**COPY**

April 22, 2003

Ralph Dierks  
President, A.F.S.C.M.E., Local 2432  
2415 Hollywood Boulevard  
Hollywood, FL. 33020

Dear Ralph,

At our meeting of Tuesday, April 22, 2003 we discussed Engineer, Engineer (Registered), and the administration of Article 8, Certification Pay.

It was agreed at this meeting that an Engineer who acquires a P.E. will, if appropriate, receive 5% Certification Pay. However, these employees will remain in the Professional Pay plan and will not be moved to the Engineer (Registered) position in the Senior Professional category unless they are promoted or reclassified to the position of Engineer (Registered). Any employee, who was moved to the Senior Professional category by attaining a P.E. Certification, will be moved back to the Professional category.

Please indicate your concurrence below.

Cordially,

Gail Reinfeld  
Director, Human Resources

\_\_\_\_\_  
Ralph Dierks  
President, AFSCME

4/23/03  
\_\_\_\_\_  
Date

Rec  
7/23/09

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

Red  
7/30/09

P. CHEMICAL INTOXICATION

Should an employee have reported for duty, is on duty, found upon City property or is operating a City vehicle while under the influence of or while in possession of an alcoholic beverage, or any non-prescription narcotic, barbiturate, mood-ameliorating, tranquilizing, hallucinogenic, or any non-prescribed controlled substance, they shall be deemed to have consented, as a condition of employment, to a breath and/or blood and/or urine analysis when ordered by the City Manager, the employee's department head or any police officer to take such a test. The presumptions for being under the influence of an alcoholic beverage, chemical substance or controlled substance shall be based on prudent judgment and in accordance with applicable statute. A refusal to obey an order to take such a test under the circumstances described herein shall be independent grounds for disciplinary action.

RE  
7/30/09

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RED  
7/20/09



