

R. 3000-41

**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, 1999

through

September 30, 2002

TABLE OF CONTENTS

		<u>Page</u>
Article 1	Recognition	1
Article 2	Management Rights	2
Article 3	Discrimination	3
Article 4	Payroll Deduction of Dues	4
Article 5	Union Business	5
Article 6	Clothing	6
Article 7	Hours of Work	7
Article 8	Certification Pay	8
Article 9	Contracting or Sub-Contracting	9
Article 10	Work Rules	10
Article 11	Pension and Pension Plan	11
Article 12	Severability	15
Article 13	Lay-Off and Recall	16
Article 14	Sick Leave	18
Article 15	Workers' Compensation/Supplemental Compensation	20
Article 16	Grievance Procedure	21
Article 17	Bereavement Leave	25
Article 18	Probationary Period	26
Article 19	Drug Free Work Place	27
Article 20	Life and Health Group Benefits Plan	28
Article 21	Special Leave	29
Article 22	Holidays	30
Article 23	Jury Duty	31
Article 24	Vacations	32
Article 25	Seniority	33
Article 26	Promotions	34
Article 27	Educational Reimbursement Program	35
Article 28	Voluntary Demotions	36
Article 29	Official Duty Use of Personal Vehicle	38
Article 30	Merit Increases	39
Article 31	Classification Evaluation and Revision	40
Article 32	Wages/Longevity	43
Article 32	Duration of Agreement/Effective Dates	44
Appendix I	Professional Pay Plan	
Appendix II	Professional Performance Review Form	

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EMPLOYEE ORGANIZATION AGREEMENT

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

EMPLOYEE shall mean all persons employed by the City who are designated as "included" in the PERC certification number 1239, any amendment/clarification to that certification and/or any persons employed by the City in new or revised job titles upon which the parties have mutually agreed subsequent to execution of this Collective Bargaining Agreement.



1 **ARTICLE 1: RECOGNITION**

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3 **Section 1:** The employer recognizes Local 2432, Hollywood, Florida, City
4 Employees Local 2432 of AFSCME, AFL-CIO as the sole and exclusive bargaining
5 agent, with respect to wages, hours, pensions, and other conditions of employment,
6 for all Employees in the bargaining unit, as per PERC Certification RC-98-088 granted
7 by the Florida Public Employees Relations Commission, attached as Appendix "A",
8 and as may be amended in the future by the appropriate authority of the State of
9 Florida.

10 **Section 2:** The Union recognizes the City Manager (or designee) as the
11 exclusive representative for the City of Hollywood. The Union, its agents and
12 representatives, agree to bargain collectively pursuant to Fl. Statute 447 only with the
13 City Manager or his/her designee.

14 **Section 3:** The parties agree that if new classifications are created or existing
15 classifications are modified, they shall meet as soon as practicable thereafter to negotiate
16 concerning whether or not these new/modified classifications shall be included in the
17 Bargaining Unit. This paragraph deals solely with the placement of new/modified
18 positions in the Bargaining Unit and it is not intended to nor shall it diminish or enhance
19 the rights of the parties as set forth in Article 31.

20 **Section 4:** The City recognizes and shall deal with the appropriate Union
21 Business Agent, International Representatives and any other Union members and/or
22 attorneys, designated by the Union President, in those matters relating to collective
23 bargaining and administration of the Collective Bargaining Agreement between the
24 parties. Changes of representatives shall be submitted to the City Manager, in writing,
25 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

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Section 1: The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employee's skill and ability without regard to religion, disability, marital status, political affiliation, race, color, creed, national origin, sex, sexual orientation or age. Employees shall be treated in a respectful manner.



ARTICLE 5 - UNION BUSINESS

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3 Section 1: The Local Union President or a representative of the Local Union
4 President may be allowed time off work with pay to attend any and all meetings held by
5 the City Commission and meetings with the City Administrators that relate to joint City and
6 Union Business. On all such occasions the Union President and/or representative shall
7 give notice of any such meeting to their supervisor. Approval shall not be unreasonably
8 withheld by any of their supervisors.

9 Section 2: The Employer agrees to allow two (2) Union members, designated in
10 writing by the Local President up to seven (7) days each off without pay each calendar
11 year to attend Union Seminars, Conventions and other Union functions. These days off
12 may not be permitted to accrue from year to year if not used. In order to insure proper
13 coverage of assignments, the Department Head should be notified no later than twenty
14 (20) days prior to the aforementioned events.

15 Section 3: Up to four (4) persons designated as part of the Union bargaining
16 team shall be permitted to attend negotiations without loss of pay provided that the
17 negotiation sessions occur during the employee's regular working hours. Additionally, the
18 Union recognizes that the City is engaged in furnishing essential public services vital to
19 the Citizens of Hollywood. Therefore, the Union will make a reasonable attempt not to
20 have more than two (2) members from the same classification in the same work unit as
21 members of the Union negotiating team. However, this does not apply to elected Union
22 officials that are members of the team.

ARTICLE 6 - CLOTHING

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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.).

1 **ARTICLE 7 - HOURS OF WORK**

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3 **Section 1:** The normal work schedule shall be Monday through Friday 8:00
4 a.m. through 5:00 p.m. with one hour for lunch.

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

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

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



ARTICLE 7 - HOURS OF WORK

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Section 1: The normal work schedule shall be Monday through Friday 8:00 a.m. through 5:00 p.m. with one hour for lunch.

Section 2: The normal workday shall be eight (8) 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

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

Engineer I	Professional Engineer (FL)
Engineer II	Professional Engineer (FL)
Accounting/Auditing employees	CPA or CIA
Architect	Registered Architect (FL)
Systems Analyst	CNE or CNA



1 ARTICLE 10 - WORK RULES

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3 Section 1: There shall be a single set of Rules and Regulations applicable to
4 all employees of the bargaining unit which shall remain in full force and effect for the
5 duration of this Agreement.

6 Section 2: The City will issue a copy of the Rules and Regulations to each
7 new employee, upon hire, who is subject to those Rules and Regulations. Each
8 employee will provide written acknowledgement of his/her receipt of the Rules and
9 Regulations and will be held accountable for compliance therewith.



1 considered without going through the Civil Service process
2 and will be placed at the discretion of the Human Resources
3 Director. This subsection (c) shall apply prospectively and
4 shall not apply to any member injured or disabled prior to July
5 1, 1999.

6 (d) The Human Resources Director will make the final
7 determination regarding the ability of an employee to perform
8 his/her regular job duties and that determination will be based
9 on the available medical information.

10 (e) The employee (retiree) receiving a disability pension will have
11 the monthly pension amount offset by any other employment
12 income, excluding social security or workers' compensation.
13 It is the duty of the employee (retiree) to notify the City
14 Pension Board of any other earned income on April 15th of
15 each year and submit a copy of his/her Federal Income Tax
16 Return first page. This subsection (e) shall apply
17 prospectively and shall not apply to any member injured or
18 disabled prior to July 1, 1999.

19 (f) All active permanent, full-time general employees and all
20 retirees in the Contributory Pension Plan will be considered
21 members of the Plan.

22 (g) Any future changes and/or amendments to the Plan will
23 require an affirmative vote of 50% plus one of the total
24 number of Union members in the Plan and a five-sevenths
25 (5/7) affirmative vote by the City Commission.

26 (h) The Pension Board shall expand to seven (7) members. One
27 additional member shall be elected by the Retirees (to serve
28 the same terms as other members) and shall be a retiree.
29 One additional member shall be appointed from the group not
30 presently covered by a Collective Bargaining Unit. This



- 1 employee member shall have some accounting or investment
2 experience and be appointed by the City Manager.
- 3 (i) A surviving spouse shall have the right to continue the health
4 and dental coverage provided he/she pays the designated
5 premium for such coverage.
- 6 (j) The Pension Plan shall provide a Pension Administrator to be
7 available to members during work hours. The Pension
8 Administrator shall be appointed by the City Manager with the
9 approval of a majority of the Pension Board. Remuneration
10 and other expenses related to the Pension Administrator shall
11 be paid through the City.
- 12 (k) Health care coverage shall only be provided to retired
13 employees who have ten (10) or more years vested in the
14 Pension Plan.
- 15 (l) Retirees shall have the right to continue their dental coverage
16 provided they pay the designated premium.
- 17 (m) Employees shall vest after five (5) years of service.
18 Employees with five (5) years of service shall receive the
19 appropriate pension annuity as set forth in Article 10, Section
20 10.01 (a), (b), (c) & (d) of the City Charter. Employees who
21 have vested, but who have less than ten (10) years of service
22 are not eligible to receive health care, dental coverage or the
23 DROP Plan.
- 24 (n) Retirees who retired prior to October 1, 1989 shall receive a
25 2% COLA, effective October 1, 1999 and thereafter shall
26 receive additional COLA in accordance with Article 10,
27 Section 10.01 (10)(c) of the City Charter.
- 28 (o) Re-opener Clause. After one year (October 1, 2000) either
29 party may choose to reopen this Article. If negotiations do not
30 result in agreement, the 447-impasse procedure will be used.

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The parties may agree mutually to re-open the Article at anytime.

(p) Employees who have retired from the General Employees Pension shall not be eligible for another pension from this fund.

ARTICLE 12 - SEVERABILITY

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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.



1 **ARTICLE 13 - LAY-OFF AND RECALL**

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3 **Section 1:** The City shall provide employees no less than thirty (30) days notice
4 of lay-off except for acts of God and emergency situations.

5 **Section 2:** An employee who is laid off or whose job is abolished pursuant to
6 Section 1 shall, based on City-wide seniority, have the option of bumping either laterally or
7 downward to a class title in the Professional Bargaining Unit for which the employee is
8 qualified and/or has the ability to be trained to perform the essential tasks of the job within
9 ninety (90) days of appointment. In the alternative, employees may, at the non-arbitrary
10 discretion of the City Manager, be placed into a higher paid class title if qualified.
11 Qualification criteria shall be based upon the approved position description.

12 **Section 3:** Employees laid off, demoted or transferred due to the exercise of
13 their bumping rights or due to being bumped or whose positions are abolished, shall be
14 placed on recall lists and recalled in order of seniority, most senior first. Re-appointment
15 shall be to any vacancies, which exist, first, in the class title from which the employee was
16 laid-off; and second, in any position for which the employee is reasonably qualified and
17 possesses citywide seniority. Laid-off employees shall have the first right to recall for
18 vacancies in the class title from which they were laid-off.

19 **Section 4:** Any employee, whose name is listed on a recall list, who refuses
20 appointment to a position with a lower paygrade, will have up to two opportunities to be re-
21 hired to a class title with a lower paygrade for a position for which the employee is
22 reasonably qualified. If there is more than one position available, the employee shall be
23 given the option of choosing the one equal to or closest to his/her former pay grade. If
24 both opportunities are declined, the employee shall have no further right to recall to a
25 class title with a lower paygrade.

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

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

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

1 Section 8: The City will provide the Union with the entire City recall list, bi-
2 annually. The list will include dates of hire, dates of lay-off, classification(s) the laid off
3 employee previously held and the name of the Department, Division or Office in which the
4 employee worked on the date of the lay-off.

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ARTICLE 14 - SICK LEAVE

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3 Section 1: Employees shall accrue one (1) sick leave day for each month
4 worked. Sick leave shall be allowed to accrue without limit. Employees covered by this
5 contract and serving a probationary period of employment may use accrued sick leave in
6 the same manner as permanent employees.

7 Section 2: Notification shall be made by the employee or a responsible member
8 of his/her household, unless the employee is hospitalized, or under care.

9 Section 3: Alternative uses of sick leave, for reasons other than illness, are as
10 follows:

11 A. If an employee has accumulated four hundred (400) hours of sick leave as
12 of October 1st of any Fiscal Year, he or she shall have the option of converting the next
13 forty (40) hours of accrued sick leave days to vacation days. Requests to convert the next
14 forty (40) hours of sick leave to vacation leave must be made to the employee's
15 Department Head within the first work week following October 1st of each fiscal year. On
16 September 30th, any unused, converted vacation leave shall revert back to sick leave.

17 B. Professional employees may participate in the City's Sick Leave Pool
18 Program upon the completion of one (1) year of employment and with a minimum
19 accumulation of ninety-six (96) hours of sick and/or vacation leave. This program entitles
20 eligible employees to participate in extended sick leave benefits for cases involving non-
21 work related catastrophic or long-term illnesses or injuries.

22 Section 4: The options chosen by all covered employees in 1980 shall remain
23 in full force and effect. Sick hours accrued and unused before October 1, 1994 by those
24 employees shall be referred to as "existing hours". Any employee separating employment
25 for any reason shall receive a payment equal to the product of their final hourly rate of pay
26 and only those "existing hours".

27 Section 5: For all sick hours accrued and not used after October 1, 1994 for the
28 employees mentioned in section 4 and all other employees who separate from
29 employment for any reason shall receive a payment equal to the product of unused sick
30 leave (since October 1, 1994) the employees rate of pay in effect on their date of

1 separation and a payment percentage relating to the number of full years of credited
2 service with the City. The table of percentages and credited service is as follows:

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<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service	20%
Five (5) or more full years of credited service, but less than ten (10) full years of credited service	40%
Ten (10) or more full years of credited service, but less than twenty (20) full years of credited service	70%
Twenty or more years of credited service	80%

Section 8: Upon the death of an employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the employee's estate.



1 **ARTICLE 15 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION**

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3 Section 1: An employee, on becoming eligible for workers' compensation
4 benefits due to a job related injury or illness, shall receive supplemental compensation
5 from the City for a period of up to ninety (90) days. Such supplemental compensation
6 shall be the difference between the employee's regular bi-weekly salary and the
7 amount of workers' compensation benefit. Whenever possible, the City will attempt to
8 assign injured personnel to "light duty" in an effort to facilitate return to full employment.

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ARTICLE 16 - GRIEVANCE PROCEDURE

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4 Section 1: (a) The City and the Union have negotiated a grievance
5 procedure to be used for the settlement of disputes between employer and employee,
6 or Union, or group of employees, involving the interpretation or application of the
7 collective bargaining agreement. Such grievance procedure shall have as its terminal
8 step a final and binding disposition by an impartial neutral, mutually selected by the
9 parties. However, an arbitrator or other neutral shall not have the power to add to,
10 subtract from, modify, or alter the terms of the collective bargaining agreement. All
11 employees shall have the right to a fair and equitable grievance procedure,
12 administered without regard to membership or non-membership in any organization,
13 except that the Union shall not be required to process grievances for employees who
14 are not members of the Union.

15 (b) The Union may exercise the right not to represent non-
16 Union members of the bargaining unit in the grievance process. In such case, the
17 Union will notify the member and the City. Upon such notification, the City shall
18 thereafter conduct all official communication directly with the aggrieved employee(s),
19 with a copy to the Union, prior to the scheduling of any meeting.

20 Section 2: Any grievance filed shall refer to the article(s) of this Agreement
21 alleged to have been violated, and shall set forth the facts pertaining to the alleged
22 violation or violations, and shall include the corrective action or actions requested by
23 the aggrieved party. A grievance must be communicated in writing to the employer by
24 the employee(s) and/or the Union within fourteen (14) calendar days from the events
25 giving rise to the grievance or as soon as might reasonably be known to exist,
26 otherwise it is deemed to be waived.

27 Step 1: The aggrieved employee(s) and/or the Union shall
28 present in writing the grievance to the Department Director or his/her designee. The
29 grievance will be dated and signed by the employee(s) and/or the Union representative.
30 The Department Head or his/her designee shall acknowledge receipt of the grievance by
31 stamping it with the date and time, with a copy to the Union. The Department Head shall,
32 within seven (7) calendar days conduct a meeting between himself/herself, the aggrieved
33 employee(s) and the Union representative. The Department Head shall give the decision

1 to the Union in writing, with a copy to the aggrieved employee(s) not later than seven (7)
2 calendar days following the meeting date.

3 Step 2: If the aggrieved employee(s) and/or the Union is not
4 satisfied with the decision rendered at Step 1, the aggrieved employee(s) and/or the
5 Union may, within seven (7) calendar days from the written decision rendered at Step 1,
6 forward the written grievance to the office of the City Manager (stamped in with date and
7 time), with a copy to the Union. The City Manager or his/her designee shall meet with the
8 aggrieved employee(s) and his/her Union representative(s) within seven (7) calendar
9 days after receipt of the grievance. The City Manager or his/her designee shall furnish a
10 copy of his/her decision, in writing, to the Union, with a copy to the aggrieved employee(s)
11 within seven (7) calendar days after the meeting.

12 Step 3: If the aggrieved employee(s) and/or the Union is not
13 satisfied with the decision rendered at Step 2, the aggrieved employee(s) and/or the
14 Union may, within fourteen (14) calendar days from receipt of the City Manager's decision,
15 submit the grievance to arbitration, by requesting a list of arbitrators from the Federal
16 Mediation and Conciliation Service (F.M.C.S.). The award of the arbitrator shall be final
17 and binding on the Union, the employee(s) and the City.

18 Section 4: Rules for Grievances and Arbitration processing:

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

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

23 (c) A grievance not advanced to the higher step within the time frames provided
24 shall be deemed permanently withdrawn as having been settled on the basis of the
25 decision most recently given. Failure on the part of the employer or his/her designee to
26 answer or meet within the time limits provided at Step 1 or 2 will cause the grievance to be
27 advanced to the next step.

28 (d) Notice that a grievance shall be advanced to the next point in the process
29 shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in
30 the case of notice to the Union by date stamping and depositing in the Union mailbox in
31 the Human Resources Division. Hand deliveries will be documented by a date-stamped
32 photocopy or by a dated signature of the recipient. Grievances delivered via certified mail
33 shall be considered properly advanced as of their postmark, but shall not be considered to

1 have been received by the next party until the actual date of delivery or date of refusal of
2 delivery. Grievances deposited in the Union mailbox shall be considered properly
3 advanced when date stamped, but shall not be considered received until picked up by the
4 Union, as indicated by date stamp, with a copy to the City. The clock will start the day
5 after receipt by the Union as described above.

6 (e) On-duty personnel called by Grievant or the Union as a witness shall
7 remain in pay status only during their normal duty hours while appearing at
8 the hearing. Such personnel shall respond on as-needed basis to minimize
9 waiting time so as not to disrupt the operations of their department.

10 Hearings shall be held in hearing rooms provided by the City, in City
11 facilities at no charge to the Union.

12 (f) The arbitrator's bill shall be split equally by both parties.

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

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

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

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

25 Section 6: Chief stewards may investigate and discuss grievances and
26 contract questions or complaints during working hours at any work location in the City;
27 provided, however, they first receive permission of the department director or in his
28 absence his designee. Provided, further, that such a permission shall not be
29 unreasonably denied. The Union shall not make an unreasonable number of
30 requests.

31 Section 7: A Chief Steward, a Steward or an Alternative Steward may
32 process grievances in accordance with provisions of this Article. However, only one
33 representative of the Union (Chief Steward, Steward or Alternate Steward) shall be

1 permitted to process a grievance during the Steward's working hours until such
2 grievance reaches Step 3. When a grievance reaches Step 3, the Chief Steward and
3 the Steward or the Alternate Steward may, subject to approval as specified above
4 participate in grievance processing during the Steward's working hours.

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ARTICLE 17 - BEREAVEMENT LEAVE

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

9 Section 2: All full time regular and probationary employees will receive three
10 (3) days leave for an in-state funeral service and up to an additional two (2) days for
11 out-of-state funeral service subject to the approval of the Department Head in
12 advance of the leave.

13 Section 3: This benefit does not apply if the demise of the immediate family
14 member occurs while the employees is on a leave of absence, layoff, vacation or
15 extended sick leave unless bereavement leave, in part, extends beyond the
16 scheduled end of a leave of absence, layoff, vacation or extended sick leave.

17 Section 4: If the City requests, the employee must submit verification of the
18 absence (i.e. copy of death certificate, newspaper article) upon return from the
19 bereavement leave.



ARTICLE 18 - PROBATIONARY PERIOD

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3 Section 1: Any new employee shall be regarded as a probationary employee for
4 the first six (6) months (180 days). During such period such employees whose
5 evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as
6 exclusively determined by the City. No such probationary employee will be entitled to
7 access the grievance procedure.

8 Section 2: Employees who receive a promotion to a new position, shall, upon
9 appointment, serve a six (6) month Promotional Probation Period. On or before the
10 completion date of the Promotional Probation Period, the employee shall be evaluated to
11 determine if he/she is "unsatisfactory" or "satisfactory". "Unsatisfactory" employees shall
12 be returned to their previous position or classification, whichever is first available.
13 "Satisfactory" employees will continue on in their new position with a regular appointment.

ARTICLE 19 - DRUG FREE WORK PLACE

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Section 1: The City and the Union continue to support the concept of a drug and alcohol free work environment for all City employees and to this end, the City and the Union agree that all employees must abide by the Employment Rules and Regulations, sub-section, (P) "Chemical Intoxication", that are in effect as of January 1, 1997 attached hereto.



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2 **ARTICLE 20 - LIFE AND HEALTH GROUP BENEFITS PLAN**
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4 **Section 1:** The current levels of health insurance benefits shall remain in effect
5 without change unless otherwise mutually agreed to by the Parties. The employer shall
6 provide group health coverage for regular, full time employees, subject to the following
7 conditions.

8 **Section 2:** Professional employees and their families shall be provided with
9 coverage in the City's health insurance plan. Professional employees shall contribute
10 \$10.00 per pay period toward the cost of dependent health care coverage. In addition,
11 group dental will be provided with all, or the majority of premium costs paid by the City.
12 Professional employees who retire from the City shall continue to have their individual and
13 dependents health and dental care premiums paid by the City (in accordance with Article
14 11). Upon the death of the employee, the employees spouse may continue coverage for
15 the duration which the spouse maintains the designated health and dental premiums.

16 **Section 3:** Professional employees shall be provided with term life insurance of
17 \$100,000 with double indemnity provision with all premium costs paid by the City.
18 Employees shall have the option of purchasing additional term life insurance at group
19 rates up to an additional maximum amount of \$500,000 if allowable within the City's plan.

20 **Section 4:** Professional employees shall be eligible to participate in a Disability
21 Salary Replacement Program in accordance with the City's plan. During the ninety (90)
22 day waiting period, an employee may utilize accrued sick and vacation leave. Upon
23 entering the program, the employee may continue to use sick and vacation leave to make
24 up the difference between 60% of salary and 100% salary.

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

ARTICLE 21 - SPECIAL LEAVE

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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

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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.

1 from which demoted) unless such employee has applied for and competed in the
2 regular promotional process, and been certified as eligible for appointment (and
3 promotion) in accordance with the classified system's regular promotional
4 appointment procedures.

5 Section 5: The provisions of Section 2(d) of this Article shall be grievable but
6 not arbitrable.

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ARTICLE 30 - MERIT INCREASES

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3 Section 1: The parties agree to the performance appraisal system currently
4 in use, upon the execution of this Agreement, which is attached to this Agreement as
5 Appendix II.

6 Section 2: Effective October 1, 1999 and in the first full pay period after
7 October 1, 1999, all employees in the bargaining unit who receive a rating above 3.99
8 on their performance appraisal (FY 1999), will receive a five percent (5%) increase to
9 their regular salary up to the maximum of the range. Employees who receive a rating
10 between 3.00 and 3.99 on their performance appraisal will receive a two and one-half
11 percent (2 1/2%) increase to their regular salary, up to the maximum of the range.
12 Employees who receive a rating below 3.00 shall receive no merit increase.

13 Section 3: Effective October 1, 2000 and in the first full pay period after
14 October 1, 2000, all employees in the bargaining unit who receive a rating above 3.99
15 on their performance appraisal (FY 2000), will receive a five percent (5%) increase to
16 their regular salary up to the maximum of the range. Employees who receive a rating
17 between 3.00 and 3.99 on their performance appraisal will receive a two and one half
18 percent (2 1/2%) increase to their regular salary, up to the maximum of the range.
19 Employees who receive a rating below 3.00 shall receive no merit increase.

20 Section 4: Effective October 1, 2001 and in the first full pay period after
21 October 1, 2001, all employees in the bargaining unit who receive a rating above 3.99
22 on their performance appraisal (FY 2001), will receive a five percent (5%) increase to
23 their regular salary up to the maximum of the range. Employees who receive a rating
24 between 3.00 and 3.99 on their performance appraisal will receive a two and one half
25 percent (2 1/2%) increase to their regular salary, up to the maximum of the range.
26 Employees who receive a rating below 3.00 shall receive no merit increase.



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

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

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

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

ARTICLE 32 - WAGES/LONGEVITY

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3 Section 1: Effective October 1, 2000 all employees in the bargaining unit
4 shall receive a 2% increase to their regular base rate of pay.

5 Section 2: Effective October 1, 2001 all employees in the bargaining unit
6 shall receive a 2% increase to their regular base rate of pay.

7 Section 3: a) Professional employees who complete ten (10) years of
8 continuous service with the City will receive a five percent (5%) increase to their base
9 salary.

10 b) Professional employees who complete fifteen (15) years of
11 continuous service with the City will receive an additional five percent (5%) increase
12 to their base salary.

13 c) Employees with more than 15 years of continuous service
14 with the City may have their base salary exceed the maximum of their respective pay
15 by no more than 10%.



1 **ARTICLE 33 - DURATION OF AGREEMENT/EFFECTIVE DATES**

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3 Section 1: This Agreement shall be effective upon the date of ratification by the
4 parties and shall remain in full force and effect until September 30, 2002.

5 Section 2: Specific provisions as to the effective dates, found in any various
6 Articles of this Agreement, shall not be affected by the provisions of Section 1, above. In
7 case of conflict, the specific Article provisions shall prevail.

8 Section 3: The employer recognizes and states that it is entering into this
9 agreement in good faith and that the City Manager, as the Chief Administrative Officer for
10 the City, shall request adequate funding, through the City's annual budget process, to
11 fund the provisions of this collective bargaining agreement. The approval or disapproval
12 of the City Manager's funding request shall not be subject to the grievance and arbitration
13 procedure described in Article 14 but, rather shall be governed by F.S. 447.309.

14 Section 4: All monetary provisions in Article 30 of this Agreement shall cease
15 on December 31, 2002, unless mutually extended by both parties in writing. All other
16 provisions shall continue until a successor Agreement is ratified by the parties. This
17 section shall not be construed to diminish any employee wages that were in effect
18 December 31, 2002. Any delay in bargaining sessions requested by the City shall be
19 applied to the December 31, 2002 date.



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 29 day of Feb, 2000.

WITNESSES:

Thomas Cooper

As to Local 2432

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

By: Ralph Dierna

President

Date: 2/10/00

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

By: John DiBartolomeo

Mayor

Attest: Patricia Alamy

City Clerk

Approved: [Signature]

City Manager

James Carnicella

As to the City

[Signature]

As to the City

Approved: [Signature]

Finance Director

EMPLOYEE ORGANIZATION AGREEMENT between THE CITY OF HOLLYWOOD and
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2432 - October 1, 1999 through September 30, 2002.

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

[Signature] AT

CITY ATTORNEY

APPENDIX I
CLASSIFICATION TITLES
And
SALARY RANGES

RD
gpt.

APPENDIX II
PERFORMANCE REVIEW FORM

R
1/27

