R-2016-075

SUPERVISORY EMPLOYEE ORGANIZATION AGREEMENT

between

CITY OF HOLLYWOOD

and

HOLLYWOOD, FLORIDA, CITY EMPLOYEES
LOCAL 2432 OF AFSCME, AFL-CIO
A.K.A. AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Local 2432

October 1, 2015

through

September 30, 2018

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ARTICLE 1 - RECOGNITION

Section 1: The employer recognizes Local 2432, Hollywood, Florida, City Employees Local 2432 of AFSCME, AFL-CIO (hereafter the "Union") 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 Number 1240 (RC-98-088) granted by the Florida Public Employees Relations Commission, and clarified by UC-2000-021 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, Florida (hereafter the "City" or "Employer"). The Union, its agents and representatives, agree to bargain collectively pursuant to Fl. Statute 447 only with the City Manager or his/her designee.

Section 3: The parties agree that if additional classifications are created or reclassified, they shall meet as soon as practicable thereafter to negotiate concerning whether or not these new classifications shall be included in the Bargaining Unit.

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

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: Subject to the provisions of this Agreement, it is the right of the City to determine unilaterally:

a) the purpose of each of its constituent agencies.

b) set standards of services to be offered to the public.

c) exercise control and discretion over its organization and operations.

d) manage and direct its workforce including the right to take disciplinary action for just or proper cause; hire, promote, rehire, recall, demote for cause, transfer, lay-off or relieve its employees from duty because of lack of work or other legitimate reasons.

e) to schedule and assign work to be performed.

Section 2: It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement are retained by the City.

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

ARTICLE 3 – NON-DISCRIMINATION

Section 1: No employee covered by this Agreement will be discriminated against by the City or the Union with respect to the job benefits or other terms or conditions of employment because of the employee's membership or non-membership in the Union.

Section 2: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, sexual orientation, or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 - PAYROLL DEDUCTION OF DUES

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

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

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

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

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

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

ARTICLE 5 - UNION BUSINESS

Section 1: The Local Union President or designee may be allowed time off work with pay, up to a total of 156 hours per fiscal year, to attend during working hours City Commission meetings, Pension Board meetings, meetings with City Administrators and/or Elected Officials that relate to joint City and Union business, and pre-negotiations meetings (during such times that negotiations for a successor collective bargaining agreement are on-going) (hereinafter collectively referred to as "Union Business"). Hours not used during the fiscal year shall not roll over to the next fiscal year. The City will not pay employees for time spent conducting Union Business while off-duty. On all occasions the Union President and/or designee shall give notice of any such meeting to their supervisor and the Office of Labor Relations. Approval shall not be unreasonably withheld by any of their supervisors.

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

Section 3: Up to two (2) persons designated as part of the Union bargaining team shall be permitted to attend negotiations without loss of pay provided that the negotiation sessions occur during the employee's regular working hours. The Union, at least ten (10) days prior to the commencement of collective bargaining negotiations for a successor collective bargaining agreement, shall provide written notice to the City Manager and the Office of Labor Relations of the names of the two employees designated by the Union to be part of the bargaining team.

ARTICLE 6 - CONTRACTING OR SUB-CONTRACTING

Section 1: If the City is considering contracting out or sub-contracting work, which will eliminate supervisory bargaining unit positions, the City shall notify the Union, no later than sixty (60) days prior to making the final decision.

For purposes of this Article, a displaced employee is defined as any supervisory employee who loses his/her position due to the effect of sub-contracting services otherwise provided by the City. Any employee not employed or electing not to be employed by the sub-contractor shall have the right to exercise all rights under this Agreement including, but not limited to, any bumping, transfer, filling vacancies, lay off and recall, to any position within Supervisory or Professional bargaining units in the City that he/she may be qualified except for a sworn police or certified firefighter position. Any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions.

ARTICLE 7- WORK RULES

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

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

Section 3: The Rules and Regulations shall be amended to include the following:

All employees who are arrested and/or convicted for a felony involving a violent crime, theft and/or an offense requiring one to register as a sex offender have a duty to notify their supervisor and the Director of Human Resources within three (3) calendar days of the arrest and/or conviction. All employees must also notify their immediate supervisor and the Director of Human Resources within three (3) calendar days of any arrest and/or conviction for a misdemeanor and/or a felony that is directly related to their position of employment with the City. Failure on the part of the employee to notify their supervisor and Director of Human Resources as set forth above is grounds for disciplinary action, up to and including termination. Accrued leave may not be used for any time an employee is incarcerated.

ARTICLE 8 - PENSION AND PENSION PLAN

Section 1: Employees shall receive pension benefits according to the provisions of the General Employees Pension Plan in Chapter 33 of the City's Ordinances, as amended by City Ordinance No. O-2014-02. Except as provided for in Section 2 below, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this 2015-2018 Agreement.

Section 2: Pension Plan Amendment: The Pension Plan Ordinance shall be amended effective upon the ratification date of this 2015-2018 Agreement as follows:

(a) For each group of employees for whom one of the normal retirement dates is age 60 and 30 years of credited service, that date shall be changed to 30 years of credited service regardless of age; and

(b) Regarding the DROP account benefit of any current City employee who was previously a member of the General Employees Pension Plan and who later moved to a Firefighter position and is a member of the Firefighter Pension Plan and is now participating in the DROP in the Firefighter Pension Plan, any DROP benefit being held for that employee in the General Plan may be moved from the General Pension Plan into the Firefighter Pension Plan. The DROP account earnings for the DROP money transferred into the Firefighter Pension Plan shall not be subject to the earning requirements of the Firefighter Pension Plan DROP accounts but instead shall be subject to the net investment rate earned or lost by the Firefighter Pension Plan. This subsection (b) is subject to approval by the members of the Firefighter Pension Plan.

Section 3: Pension Benefits provided by Ordinance No. 2014-02:

(a) Equalization of the Pension Benefits: From the March 5, 2014 date forward all of the amendments to the Pension Plan made by City Ordinance No. O-2011-25, that became effective as of October 1, 2011, for employees in positions paid from the City's General Funds, shall be made applicable to all employees in positions paid from the City's Enterprise Funds (Water and Sewer Utility, Stormwater Utility, Parking and Sanitation Funds) so that from March 5, 2014 forward all employees in the bargaining unit shall have the same pension benefits

currently provided to all other bargaining unit employees in positions paid from the City's General Fund and/or any other funds.

(b) Pension Multiplier:

1. The Pension Plan was amended effective March 5, 2014, so that from that date forward all City employees who retire after that date shall thereafter have a pension multiplier of 2.5% for all service accrued on or after that date.

2. In addition, the Pension Plan was amended March 5, 2014,, so that employees employed on March 5, 2014 who were in positions paid from the City's General Fund and/or other funds (not including those employees in Enterprise Fund positions), when the pension multiplier was reduced from 3% to 2%, the pension multiplier shall be increased retroactively from 2.0% to 2.5% for service accrued from October 1, 2011 forward.

(c) Employee Contributions: The Pension Plan was amended so that effective at the start of a pay period that begins within thirty (30) days (i.e., one month) after March 5, 2014, the employee contributions to the Pension Plan were prospectively reduced to eight (8.0%) percent.

(d) Planned Retirement Benefit: The Pension Plan was amended March 5, 2014 to create a new pension benefit called the "Planned Retirement" benefit. The Planned Retirement benefit, as described below, will be retroactive to October 1, 2011, and shall be available only to employees actively employed by the City (and not participating in DROP) who were hired before July 15, 2009:

1. In order to be eligible, an employee must submit a written election, on a form created for this purpose, declaring the employee's intent to participate in the Planned Retirement benefit at any time on or after reaching the employee's Normal Retirement Date ("NRD"), as defined in the Pension Plan. The form will identify the maximum number of years the employee may participate in the Planned Retirement benefit and the employee's latest employment termination date based on the maximum number of years identified.

2. The maximum period of participation in the Planned Retirement benefit is five (5) years (sixty (60) months), which may start at any time on or after the employee reaches his/her NRD.

3. When the employee terminates employment, the employee shall elect how he/she wishes to receive the Planned Retirement benefit earned. The employee may choose: (1) to take a maximum lump sum payment that would be valued based on all of the years the employee worked after electing to participate in the Planned Retirement benefit; or (2) take a larger final pension annuity payment (meaning a larger annuity than that earned at the Planned Retirement benefit election) based on the years the employee worked after electing the Planned Retirement benefit; or (3) take any combination of a lump sum payment and a pension annuity by dividing the years worked after electing Planned Retirement benefit between a lump sum payment and ongoing annuity payments. Any lump sum payment must be paid out to the employee at termination (i.e., it cannot be left in the Plan).

4. While participating in the Planned Retirement benefit, the employee shall continue making his/her applicable employee contributions, as provided in the Pension Plan, until termination of employment.

5. Any employee who has reached NRD and has submitted the written election form to participate in the Planned Retirement benefit shall maintain the right to participate in the Planned Retirement benefit up to the maximum period applicable to the employee has been reached or employment has terminated pursuant to the terms of the Planned Retirement benefit in this Article, and no amendment to the Pension Plan may alter this right.

6. For any employees who reached NRD between October 1, 2011 (and have not entered DROP) and the date the Pension Plan Ordinance is amended to include this Planned Retirement benefit, the time any such employee worked after having reached NRD (on or after October

1, 2011) and the date the employee submits the Planned Retirement benefit election form may be included in the employee's Planned Retirement benefit participation period, provided the member shall not exceed the maximum period of participation set forth in Section 3(d)(2) of this Article.

7. Any bargaining unit employee who elects to participate in the Planned Retirement benefit shall continue to be subject to termination from employment for just cause as provided in the collective bargaining agreement.

8. The lump sum payment, if elected, shall be calculated based upon the monthly values of the employee's final pension annuity benefit determined using the employee's credited years of service, Average Final Compensation, and multiplier, as provided in the Pension Plan as of the beginning of the elected Planned Retirement period, plus earnings on such amounts as provided in Section 3(d)(9) below, subject to the limitations under Section 3(d)(10) below.

9. Investment earnings applicable to any lump sum payments shall be calculated in arrears using the net investment rate earned by the Pension Fund on its net assets for each month of creditable service worked during the Planned Retirement benefit period and applied to the prior pension annuity balance including all prior months of pension credit, including prior monthly earnings. The investment earnings shall be compounded monthly to determine the amount of investment earnings to be credited during each year of the Planned Retirement benefit period. The aggregate value of the monthly investment earnings calculations will determine the amount of investment earnings to be credited for the Planned Retirement benefit period. The investment earnings credited to said employee will be net of the investment earnings retained by the Pension Fund per Section 3(d)(10).

10. With regard to any Plan earnings calculated into the member's lump sum payment, the employee shall share in Plan losses in

those years where Plan earnings are negative, and in any year where the Plan earnings are greater than 4% (applied monthly at the rate of .327%), the next 2% (applied monthly at the rate of .165%) of Plan earnings (i.e., the annual earnings between 4% and 6%) shall be excluded from the employee's lump sum payment and retained by the Pension Plan. When the Pension Plan is 80% funded, the amount of investment earnings to be thereafter retained by the Plan (i.e., to be excluded from members' lump sum payment at that time) shall be reduced to the first 1% (applied monthly consistently with the above) of Plan earnings in the years that earnings are greater than 4%, until the Plan reaches 90% funded, at which time no further exclusions shall be taken from the Plan earnings in years the Plan earnings exceeded 4%. The above-noted exclusions from earnings shall automatically resume at the same amounts if the Plan's funding drops back below 90% or 80%.

11. An eligible employee who submits the written election to participate in the Planned Retirement benefit may also elect to cash out his/her accrued sick leave (subject to applicable accrual payout limitations/caps), and/or accrued vacation leave, and/or comp-time accruals, and/or Blood Time accruals. This cash-out election may be made only one time on or after the NRD but before the employee's separation from employment, but can be made either on the date the employee submits the written election to participate in Planned Retirement or on any subsequent anniversary of the employee's NRD.

12. If an eligible employee who has elected and is participating in the Planned Retirement benefit dies during his/her Planned Retirement participation period, then that employee's designated beneficiary (or beneficiaries) shall make the election provided in Section 3(d)(3) above, of the Planned Retirement benefits earned.

(e) Partial Lump Sum Distribution: The Pension Plan was amended effective March 5, 2014, to include a new optional form of pension benefit called a

"Partial Lump Sum Distribution" for eligible employees who (are not in DROP) reach their Normal Retirement Date after that date.

1. This Partial Lump Sum Distribution benefit would be an optional form of payment that would allow an eligible employee to take a fixed percentage of the employee's retirement benefit as a lump sum payment and the balance of the retirement benefit would be an annuity. An eligible employee could elect to take a lump sum payment of up to a maximum of twenty-five percent (25%) of the employee's retirement benefit and the remaining seventy-five percent (75%) as an annuity. For example, assuming a retiree has earned a benefit of $2,000.00 per month. The Pension Plan would use the actuarial equivalence definition (so there is no cost to the Pension Plan), the value of this annuity may be $200,000. This optional form of payment benefit would allow the member to take a portion of the $200,000.00, as a lump sum and the remaining portion as an annuity. In this example, the retiree could elect to receive up to a $50,000 lump sum payment and that retiree would then have a $1,500 monthly annuity. Because this benefit calculation shall be based on the actuarial equivalence definition, there shall be no cost to the Pension Plan for this optional form of payment.

2. Employees who are eligible for the Planned Retirement benefit may elect to participate in that Planned Retirement benefit or may elect to participate in this Partial Lump Sum Distribution benefit, but may not participate in both of these benefits.

(f) DROP Coordination with the Police Pension Plan: The Pension Plan was amended effective March 5, 2014, so that the DROP account benefit of any current City employee who was previously a member of the General Employees Pension Plan and who later moved to a Police Officer position and is a member of the Police Pension Plan and is now participating in the DROP in the Police Pension Plan, any DROP benefit being held for that employee in the General Plan may be moved from the General Pension Plan into the Police Pension Plan.

Section 4: The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to the Collective Bargaining Agreement or the Pension Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive, whether resulting from an award by a tribunal or through settlement of any matter related to such changes. The Union also agrees to withdraw with prejudice immediately all grievances related to such changes.

Section 5:

(a) Employees who have retired from the General Employees Pension shall not be eligible for another pension from this fund. The above provisions are in conjunction with the April 26, 1997 Letter of Understanding contained in the previous (October 1, 1996 through September 30, 1999) collective bargaining agreement and shall be effective July 1, 1999.

(b) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.

(c) The actuarial assumption rate shall not be changed without the approval of the City.

Section 6: Employees who were hired prior to July 15, 2009, who entered 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 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 eligible to participate in the City's Sick Leave Pool, but only if they have a minimum accumulation of ninety-six (96) hours of sick and/or vacation leave.

(e) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

Section 7: The parties agree to meet on a quarterly basis during the term of this 2015-2018 agreement to explore different options so that the costs associated with the General Employees' Pension Plan and the pension plans' unfunded liability may be reduced. Present at these meetings shall be four (4) bargaining unit employees representing all three bargaining units represented by the Union (i.e., general, professional and supervisory) who shall be appointed by the Union and four (4) management representatives selected by the City Manager. The parties shall meet upon the request of either party, or at other specified times mutually agreed upon. The time spent by Union employees during these meetings shall not count as Union Business for purposes of Article 5.

ARTICLE 9 - LAYOFF AND RECALL

Section 1: The City shall provide Supervisory employees no less than sixty (60) days notice of lay-off, or, in lieu of notice, sixty (60) days pay at the employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices prior to notices being furnished to the affected employees.

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

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

Section 4: Any employee, whose name is listed on a recall list, who refuses appointment to a position with a lower paygrade, will have up to two opportunities to be re-hired 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 both opportunities are declined, the employee shall have no further right to recall to a class title with a lower paygrade.

Section 5: Employees refusing recall to their originally held class title and paygrade lose all recall rights, and if at the time the recall is refused they are employed in a lower classification, the employee's pay shall be lowered to the pay grade level applicable to the employee's years of service for that lower paid class title.

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

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

Section 8: If the recalled employee fails to respond in writing within (14) calendar days of the receipt of the notice of recall letter, then he/she shall be deemed to have refused the position offered.

Section 9: Those employees who are afforded Veteran's Preference rights pursuant to Section 295.07 (1) (a–d), Florida Statutes, ("qualified employees") shall have their seniority dates adjusted solely for retention/layoff purposes as set forth in this Article in the following manner:

1. Three (3) months of City Service time ("City–wide seniority") shall be added to the City–wide seniority of qualified employees who have been employed by the City of Hollywood for five (5) years or less.
2. Six (6) months of City Service time ("City–wide seniority") shall be added to the City–wide seniority of qualified employees who have been employed by the City of Hollywood for more than five (5) years.

ARTICLE 10 - SICK LEAVE

Section 1: Employees shall accrue eight (8) hours of sick leave for each month worked. Sick leave shall be allowed to accrue without limit. Employees covered by this contract and serving a probationary period of employment may use accrued sick leave in the same manner as permanent employees.

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

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

A. If an employee has accumulated three hundred (300) 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. An employee shall have the option of converting a maximum of five (5) days of accrued sick leave days to personal leave per fiscal year, provided the employee will have at least 96 hours of accrued sick leave after this conversion.

C. Sick Leave converted to Personal Leave shall be used for personal business and must be used in no less than four (4) hour increments, unless otherwise authorized by the employee's supervisor.

D. In order to qualify for Personal Leave pay, employees must submit a request for approval to notify their supervisor as soon as practicable, but not less than forty-eight (48) hours prior to the requested use of the Personal Leave. Approval will not be arbitrarily or capriciously withheld. The minimum forty-eight (48) notification requirement may be waived by the employee's supervisor in the event of an emergency. The employee must provide proof of the emergency if requested. The City may cancel the use of Personal Leave due to an emergency declared by the City Manager.

E. Supervisory employees may participate in the City's Sick Leave Pool Program upon the completion of one (1) year of employment and with a minimum

accumulation of ninety-six (96) hours of sick and/or vacation leave. This program entitles eligible employees to participate in extended sick leave benefits for cases involving non-work related catastrophic or long-term illnesses or injuries.

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

Section 5:

A. 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:

Service	Accrued Sick Leave Payout
Less than five (5) full years of credited service	0%
Five (5) or more full years of credited service, but less than ten (10) full years of credited service	40%
Ten (10) or more full years of credited service, but less than twenty (20) full years of credited service	60%
Twenty or more years of credited service	80%

B. Effective March 5, 2014, except for any unit employees who had already accrued more than 1200 hours of sick leave on March 5, 2014 (whose sick leave payouts shall remain subject to Section 5 A, above), the table of percentages and credited service shall be changed to the following new

levels set forth below, provided however, that the maximum number of accrued sick leave hours that shall be eligible for payout at the percentages set forth below shall not exceed 1200 hours (e.g., an employee with 20 or more years of service with 1200 (or more) hours of sick leave shall be paid at 80% of 1200 hours, which would be 960 hours):

Service	Accrued Sick Leave Payout
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 (20) 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.

Section 7: The purpose of paid Sick Leave is to provide protection against the loss of wages by an employee for the necessary absence from duty on a scheduled work day due to illness suffered by the employee or illness in the employee's immediate family that necessitates the employee's absence from work. Attendance to an immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. Sick Leave pay shall not be made for illness or injury incurred as a result of outside employment, intentional self-inflicted wounds, or the continuous use of drugs or alcoholic beverages (except for approved treatment) or injuries while committing a felony. For the purpose of this section, immediate family shall include, spouse, children, stepchildren, mother, father, grandparent, grandchildren, domestic partner (as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), and dependent mother-in-law or father-in-law.

Employees absent from duty for a period three (3) or more consecutive working days due to illness or injury may be required to submit a letter from their physician prior to

their return, approving resumption of duties. The letter should be sent to the attention of the Privacy Officer in the Office of Human Resources. Those employees whom a Department Head has identified as abusing sick leave may be required to submit physician statements on a more frequent basis.

Any employee who abuses sick pay benefits hereto set forth or whose reasons for absence are falsified may be subject to disciplinary action. For purposes of this section, abusing sick leave benefits shall be defined as having incurred more than six (6) occurrences involving the use of Sick Leave during a Fiscal Year (October 1st to September 30th) Discipline may not be invoked if an employee can justify the absence with medical documentation. Medical documentation shall mean information provided by a certified physician providing detailed evidence of the employee's inability to perform work during the absences and may be sent to the attention of the Privacy Officer in the Office of Human Resources.

ARTICLE 11 - 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, a full paycheck from the City while in a workers' compensation status for up to thirteen (13) consecutive weeks from the date of injury or illness (regardless of when the first date of lost time due to that illness/injury may thereafter occur), the identical wages and benefits which he/she would have received had he/she not been injured and had he/she continued to work his/her regularly assigned City assignments ("Supplemental Compensation"). Whenever possible, the City will attempt to assign injured personnel to "light duty" in an effort to facilitate return to full employment.

In the event a full time employee, as determined by a City designated physician, is unable to return to work after thirteen (13) weeks from the date of the injury or illness, the situation will be reviewed by the City Manager or designee. The City Manager or designee shall extend the period of Supplemental Compensation for up to an additional thirteen (13) weeks (for a maximum of 26 weeks). An employee may request an additional extension up to a maximum of nine (9) weeks beyond the twenty-six (26) week eligibility period that began on the date of the employee's workers' compensation injury/illness, provided the employee's written request for extension, with supporting medical information, is received by the City at least fourteen (14) days before the expiration of the twenty-six (26) week eligibility period that began on the date of the employee's workers' compensation injury/illness. The decision to grant or deny this request for an additional extension of up to nine (9) weeks shall be made in the sole and exclusive direction of the City Manager, or his/her designee, and that decision is final and shall not be subject to appeal or challenge via the grievance procedure found in this 2015-2018 Agreement or in any other forum.

Eligibility for the Supplemental Compensation provided to those employees in workers' compensation status under this Article shall never exceed the maximum of twenty-six (26) weeks from the date of the employee's workers' compensation injury or illness, unless the eligible employee timely submits and is approved for an additional extension of up to nine (9) weeks, in which case the eligibility for the Supplemental

Compensation benefit under this Article shall never exceed thirty-five (35) weeks from the date of the employee's workers' compensation injury or illness.

An employee who remains in workers' compensation status but who has returned to work during the thirteen (13) week, twenty-six (26) week, or thirty-five (35) week eligibility period, shall be paid their regular pay for time missed from work during the applicable eligibility period on an occasional or intermittent basis to attend a required workers' compensation doctor visit or medical treatment and, as a result, they shall not have to use their own accrued or unpaid time for the work time missed to attend that required workers' compensation doctor visit or medical treatment during the thirteen (13) week, twenty-six (26) week or thirty-five (35) week eligibility period that began on the date of the employee's workers' compensation injury or illness.

ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 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.

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

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

Section 4: Rules for Grievances and Arbitration processing:

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

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

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

(d) Notice that a grievance shall be advanced to the next point in the process shall be given by (a) hand delivery or (b) certified mail, return receipt requested or (c) in the case of notice to the Union by date stamping and depositing in the Union mailbox in the Human Resources Division. Hand deliveries will be documented by a date-stamped

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

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

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

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

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

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

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

ARTICLE 13 - 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. For purposes of Bereavement Leave, 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, grandchildren, stepchildren, step-mother, 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 persons who at any time prior to their death were legal dependents of the employee. Proof of relationship and/or legal dependency may be required.

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

ARTICLE 14 - PROBATIONARY PERIOD

Section 1: Any new employee shall be regarded as a probationary employee for the first twelve (12) months (365 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. Regular part-time employees shall be evaluated after completion of the original probationary period of twelve (12) months from date of hire. 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 15 - DRUG FREE WORK PLACE

Section 1: The City and the Union continue to support the concept of a drug and alcohol free work environment for all City employees and to this end, the City and the Union agree that all employees must abide by the Employment Rules and Regulations, sub-section, (P) "Chemical Intoxication", that are in effect as of January 1, 1997 revised June 1, 2004, which states as follows:

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.

Section 2: Except as stated below, as a condition of continued employment for all employees hired after March 7, 2007, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products. The parties also agree, however, that this section does not apply to employees hired by the City prior to March 7, 2007, who retire from the City with retiree health insurance benefits, and are thereafter re-hired by the City within one (1) year of their retirement/separation date.

ARTICLE 16 - LIFE AND HEALTH GROUP BENEFITS PLAN

Section 1: The employer shall provide group health coverage for regular, full time employees, and dependents (dependents to include domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), subject to the following conditions.

Section 2: Supervisory employees and their eligible dependents shall be provided with coverage in the City's health insurance plan. The contribution for the term of this agreement for active employees hired prior to October 1, 2002 and electing health coverage will be as follows:

Employee coverage = $55.00 bi-weekly

Employee + 1 Dependent coverage = $75.00 bi-weekly

Employee + Family coverage = $85.00 bi-weekly

Section 3: The required employee co-pays shall be $40.00.

Section 4: All employees hired by the City after October 1, 2002, shall contribute the same as current employees for Employee coverage and shall contribute the following amounts for Dependent coverage, if elected, for the term of this agreement:

i. Employee +1 Dependent coverage = $130.00 bi-weekly

ii. Employee + Family coverage = $165.00 bi-weekly

iii. New annual rates for dependent and family coverage for employees hired after October 1, 2002, will be established each year, and the employee contributions will be subject to a maximum increase of twenty dollars ($20.00), with any increase in the contribution rate beginning as of January 1 each year.

Section 5: The City shall provide a Flexible Spending Account (FSA) for each employee, with the following amounts made available to each employee each calendar year thereafter, which will be based on the number of dependents the employee has on the City's health plan in January: $200 for single coverage; $300 for single plus one dependent; and $500 for single plus two or more dependents. Effective January 1, 2016, those amounts were increased to $300, $400 and $700, respectively. Employees

who are not covered by City health insurance shall have access only to the single coverage amount in an FSA. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved unreimbursed medical expenses, with unused amounts being returned to the health fund for use in funding FSA accounts the next year. The FSAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations. The City also agrees, however, that if the FSA program for employees covered by the IAFF/Fire or PBA/Police bargaining unit agreements is changed to allow the unused annual amounts to "carry over" from year to year, then the City agrees that it shall make that same change to the FSA program for AFSCME bargaining employees.

Section 6: In addition, group dental will be at a total cost not to exceed $19.00 per employee per month. Any premium requirements in excess of $19.00 per employee per month will be borne by the participating employee. Effective March 5, 2014, the vision and hearing program benefits were eliminated for all unit employees.

Section 7:

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

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

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

(3) Employees hired on or after January 1, 2008 but prior to July 15, 2009, shall be eligible to continue individual and dependent health coverage upon retirement. They will contribute at the same rate as if they were an active employee for single coverage and they will contribute 100% of the premium equivalent for dependents.

(b) Employees hired on or after July 15, 2009 but prior to the ratification date of this 2015-2018 agreement, who retire from active service with the City with ten (10) or more

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

(c) All employees hired on or after the ratification date of this 2015-2018 agreement shall have the option of continuing under the City's health insurance plan upon retirement; however, they shall be responsible for the entire cost of the premium.

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

(e) Supervisory employees who retire with a duty related or non-duty related disability also have the option of continuing under the City's health insurance. Employees receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Only employees hired prior to the ratification date of this 2015-2018 agreement receiving non-duty disability will receive health insurance for themselves and eligible dependents at no cost provided they have ten (10) years of credited service prior to retirement.

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

Section 8: Supervisory employees shall be provided with term life insurance of $100,000 with double indemnity provision with all premium costs paid by the City. Employees shall have the option of purchasing additional term life insurance, if allowable within the City's plan. Active employees will be covered under the basic life insurance policy and have the option to purchase coverage under supplemental policies if chosen. Participants will be subject to the terms and conditions of the policy.

Section 9: Supervisory employees shall be eligible to participate in a Disability Salary Replacement Program in accordance with the City's plan. During the ninety (90) day waiting period, an employee may utilize accrued sick and vacation leave. Upon entering the program, the employee may continue to use sick and vacation leave to make up the difference between 60% of salary and 100% salary. Participants will be subject to the terms and conditions of the policy.

Section 10: Each employee shall have the option of undergoing an annual comprehensive medical examination, costs of which shall be borne by the City.

Section 11: A health insurance committee may be formed to study, review and monitor alternative health insurance plans that deliver health services to employees in the most cost effective manner. This committee shall issue a report recommending alternative health insurance plans. The committee's recommendations shall not be binding upon the City. The committee will include an equal number of represented and non-represented employees. The represented members of this committee shall be appointed by the Union. Further, it is agreed that the time spent by the Union employees during these meetings shall not count as Union business for purposes of Article 5.

ARTICLE 17 – FAMILY MEDICAL LEAVE ACT / SPECIAL LEAVE / LEAVE OF ABSENCE

Section 1: FAMILY MEDICAL LEAVE ACT (FMLA)

A. An employee who has worked with the City at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning date of the leave may be entitled to twelve (12) work weeks of unpaid, job-protected leave during a twelve (12) month period for specified family and medical reasons, as defined and controlled by the Family and Medical Leave Act of 1993 and U.S. Department of Labor FMLA Regulations, as may be amended from time to time.

B. Eligible Reasons for FMLA Leave:

1. birth and care of a newborn child of the employee;
2. placement with the employee of a child for adoption or foster care;
3. care for an employee's spouse (or registered domestic partner as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), parent, or child with a serious health condition (as defined by the FMLA);
4. serious health condition that makes the employee unable to perform the functions of the employee's job;
5. exigency related to active duty military service by the employee's immediate family member
6. up to twenty six (26) weeks of leave may be taken to care for a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces and 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.

C. Procedure

An employee requesting FMLA is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Use of accrued leave will be counted as part of the family leave time entitlement. An employee is not entitled to accrue leave during any period of unpaid leave.

Employees requiring the use of FMLA Leave must submit a FMLA application to their Department Head no later than thirty (30) days prior to the need for such leave unless it is an unforeseeable emergency. The City may automatically designate FMLA when an absence meets FMLA qualifications.

1. Leave may be requested on a continuous basis, intermittent basis or on a reduced work week schedule, if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
2. Upon returning from FMLA the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve (12) work week period, reinstatement rights are at the discretion of the City.
3. An employee granted FMLA will continue to be covered under the City's insurance plans under the same conditions and coverage as would have been provided if the employee had been actively employed during the leave period. However, if any part of the leave is unpaid, the employee must make payment arrangements for the benefit contributions that are normally deducted from their paycheck.
4. An employee who is absent from work for three (3) days or more, due to personal illness/injury, must provide Human Resources with a fitness-for-duty certification signed by their physician certifying their fitness to return to work. If restrictions are listed, reinstatement will be at the discretion of the City.

5. An employee who fails to return to work on the date specified on the leave request form without receiving an extension in advance is subject to disciplinary action up to and including termination. Employees who do not return from FMLA leave must reimburse the City for the value of their health insurance premium payments made on their behalf during the duration of the leave, unless the employee is physically unable to return to work.

Section 2: SPECIAL LEAVE

A. An employee who incurs a temporary medically disabling condition, not attributable to work, may upon written request be granted a Special Leave. The initial period for said Special Leave shall not exceed three (3) months. Upon further written request, the Department Head may extend such leave up to an additional nine (9) months. The total combined Special Leave shall not exceed twelve (12) months. Upon return, the employee shall present a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty.

B. This leave is available for an FMLA qualifying event, once the employee has used all available FMLA Leave, if applicable, as provided above. Once FMLA leave is exhausted, Special Leave may be approved for up to nine (9) months. The total of FMLA Leave and Special Leave shall not exceed twelve (12) months.

C. An employee requesting Special Leave is required to utilize all accrued leave benefits before becoming eligible for unpaid leave. Employees will not receive holiday pay, or earn any accrued leave or pension benefits, or be entitled to any other benefits of employment other than health and life insurance (at the employee's expense as stated in Section C. 3, above) while on any unpaid leave.

D. An employee who incurs such a temporary medically disabling condition during a probationary period may, at the discretion of the Department Head and City Manager, be granted a Special Leave as indicated above. If Special Leave is granted, the employee's probationary period shall be

suspended at that point. Upon the employee's return to work, the probationary period shall be resumed so that the total number of months spent on special leave shall be spent in a probationary status and a full probationary period shall be served.

Section 3: LEAVE OF ABSENCE

A. Upon written request, a leave of absence for a period not to exceed thirty (30) calendar days may be granted to an employee for any reasonable purpose by the Department Head so long as it does not hamper the efficient operation of the City and/or Department.

B. Such leaves may be renewed or extended for a period up to sixty (60) calendar days, if requested, in writing, and approved by the City Manager or designee. The denial of a leave of absence under this section shall not be grievable. In certain circumstances, and at the sole discretion of the City Manager or designee, an employee may be allowed to use accrued paid leave while on a leave of absence.

Section 4: No employee who is granted FMLA, Special Leave, or an Unpaid Leave of Absence may engage in work for profit during said leave without the express permission of the City Manager.

ARTICLE 18 - HOLIDAYS

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

New Year's Day
Martin Luther King Jr.'s Birthday
George Washington's Birthday (President's Day)
Memorial Day
Fourth of July (Independence Day)
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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

ARTICLE 19 - JURY DUTY AND SUBPOENAS

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 return to work, the employee shall provide to his/her supervisor a document from the Court Clerk showing that he/she was in attendance at jury duty.

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 to appear as a witness in any judicial/administrative forum arising from the employee's employment with the City.

ARTICLE 20 - VACATIONS

Section 1: Supervisory employees shall be provided with twenty-five (25) days of vacation leave per vacation year (the vacation year shall begin on October 1st and end on the following September 30th). Employees shall be required to utilize ten (10) days of vacation during the vacation year in which it is earned or it will be lost at the end of the vacation year. The remaining fifteen (15) days may be carried forward and must be used within fifteen (15) months following the vacation year in which the leave is earned or be liquidated by cash payment at that time. Leave that is liquidated shall be paid at the employee's rate of pay when the vacation time was earned. Vacation pay shall be computed by using the Employee's regular straight time rate of pay as of the first day of vacation.

Section 2: Vacation requests shall be approved or denied within a five (5) calendar day period and will not be arbitrarily or capriciously denied. The City shall have the right to cancel and reschedule vacation in the event of an emergency.

ARTICLE 21 - SENIORITY

Section 1: DEFINITION

(a) Seniority as used herein is defined as the right accruing to employees through length of continuous service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall mean the length of continuous service as a full-time employee with the City beginning with the date of hire.

(b) Original probationary employees shall have no seniority- rights. However, upon completion of an employee's probation, he/she shall be given seniority credit from his/her date of hire.

(c) An employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an employee returns to work for the City in any capacity within two (2) years of date of leaving, his/her seniority date will be adjusted by the length of absence. Seniority at the time the employee separated will commence where left off providing duration is within the timeframe indicated above.

(d) Employees on approved leaves of absence shall not be considered to have had a break in service.

(e) There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 2: USE OF SENIORITY

(a) Seniority will be used as provided in Article 9, Lay-Off and Recall, and Article 20, Vacations.

Section 3: All employees of this bargaining unit shall receive one-half (1/2) point per full year of City of Hollywood service credited on any Civil Service exam taken, regardless if the exam is an "open competitive" or "closed competitive". These service points will be added in addition to the test score of such exams, and the total of both shall be the final score of employees. These City of Hollywood service points shall be separate from any veteran's points due to employees. In order to utilize service points, employees must first obtain a passing grade. By "exam" it shall be defined as the process and procedures utilized to evaluate and compile vacancy eligibility lists.

ARTICLE 22 - EDUCATIONAL REIMBURSEMENT PROGRAM

Section 1: To assist full-time employees covered by this Agreement, where practical and feasible, to participate in training or educational programs designed to strengthen their abilities, which in turn directly benefits the City by assisting them in performing their duties, the City shall provide employees certain terms and conditions as follows:

a. To be eligible to participate in the Educational Reimbursement Program, a newly hired employee must have achieved permanent status by successfully completing the probationary period.

b. Employees must receive "satisfactory" or better Employee Performance Evaluations prior to the beginning of the course work.

c. Employees shall only be reimbursed for one job related degree at each level (e.g., one Associates or one Bachelor's or one Master's level degree).

d. Employees shall be limited each fiscal year to a maximum total of $1,800.00 annually for tuition reimbursement costs.

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

f. The City Manager retains the discretionary authority to further limit or discontinue the tuition reimbursement program at any time in a fiscal year based on the availability of funds.

Section 2: Employees will be eligible for City reimbursement for the costs of books and tuition in the following manner:

a. In order to be considered for the Educational Reimbursement Program, all course work must be taken at an accredited college or university and must be properly approved prior to the beginning of the class by the City Manager or designee.

b. Employees desiring reimbursement must submit a written request for approval from the City Manager or designee.

c. Reimbursement will be for courses leading to college or post graduate degrees. Reimbursement will be provided for approved on-line coursework.

d. The refund amount payable shall be based upon the fee schedule of a State of Florida's public university or college at the time the course is completed, regardless of the fact that the employee may be attending a private educational institution.

e. When an employee completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the City Manager or designee. The reimbursement procedure for related courses will consist of the following:

1. 100% reimbursement when a grade of "A" or B" is earned.
2. 100% reimbursement for successfully completing pass/fail courses.
3. 50% reimbursement when a grade of "C" is earned.
4. If the accredited institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "C".
5. Employees receiving aid or who have scholarship as well as employees qualifying for benefits under State or Federal programs are eligible for reimbursement under this policy. However, financial assistance from other sources will offset any reimbursements payable by the City.

ARTICLE 23 - VOLUNTARY DEMOTIONS

Section 1: Any Supervisory employee holding permanent status within the classified system may voluntarily request a demotion to a lower paid position without having to take the usual examination for appointment to the lower paid position. Voluntary demotions shall not be limited to supervisory positions and shall include positions within the Professional employee positions governed under Civil Service.

Section 2: Prerequisites for such voluntary demotion;

(a) The employee must submit the request in writing to the Division of Human Resources and must state the title of the lower position requested, the reason(s) for the request, an acknowledgement that he/she understands that the demotion will involve a reduction in pay unless otherwise stipulated and, once approved and effected, is permanent and cannot be reversed except through the regular promotional procedures for classified employees;

(b) The employee must meet the minimum requirements for the lower paid position as set forth in the classified code book; determination as to whether or not employee meets the minimum requirements will be made by the Human Resources Director;

(c) There must be a budgeted vacancy in the lower position available; no employee holding such lower position may be involuntarily bumped out of that position for the purpose of providing room for the voluntary demoting employee; however, such demotions shall supersede any existing eligibility lists;

(d) The receiving Department Head may approve or disapprove acceptance of the voluntarily demoting employee;

(e) There will be no probationary period for the voluntarily demoting employee in the new lower paid position.

Section 3: The voluntarily demoting employee will retain such seniority and other benefits earned prior to the effective date of the demotion.

Section 4: As indicated in Sec. 2(a) above, the voluntarily demoting employee may not proceed to any higher paid position (including the classification from which demoted) unless such employee has applied for and competed in the regular promotional process, and been certified as eligible for appointment (and promotion) in accordance with the classified system's regular promotional appointment procedures.

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

ARTICLE 24 - VEHICLES

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

Underground Utilities Superintendent

Engineering Support Services Manager

Operations Manager, Streets and Highways

Operations Manager, Buildings and Grounds

Underground Utilities Manager

Wastewater Treatment Plant Manager

Wastewater Treatment Plant Superintendent

Water Treatment Plant Manager

Water Treatment Plant Superintendent.

Section 2: All employees who drive City vehicles or their own vehicles while conducting City business are subject to the Human Resource Policy 038 "City Vehicle Driver" that was in effect on December 10, 2015.

ARTICLE 25 - PERFORMANCE APPRAISAL SYSTEM AND MERIT INCREASES

Section 1: The parties agree to the performance appraisal system and performance appraisal form currently in use, upon the execution of this Agreement, and the parties also agree that the performance appraisal system and/or the performance appraisal form may be changed by mutual written agreement of the City and the Union.

Section 2: Employees whose base pay is below the top of the pay range for their position shall be eligible for a merit pay increase on their total pay in the first full pay period on or after the following dates provided an employee receives a satisfactory score on their annual performance evaluation. Employees whose base pay is at or above the top of the pay range on October 1st of each fiscal year shall not be entitled to a merit increase for that fiscal year.

- October 1, 2015 – 1.5%; and
- October 1, 2016 – 1.5%.

For purposes of determining whether an employee's base pay is below the top of the pay range for their position, the applicable wage increase in Article 26 shall be applied first. Notwithstanding the foregoing, the maximum total percentage increase (excluding an Evergreen adjustment) an employee shall be eligible to receive in Fiscal Year 2016 and Fiscal Year 2017 is 4% (2.5% wage increase plus a 1.5% merit increase – the percentages are not compounded).

Section 3: There will be no merit pay increase in fiscal year 2018 (i.e., October 1, 2017 – September 30, 2018) and merit pay increases shall not be part of the status quo benefits beyond September 30, 2017.

Section 4: Employees hired before July 1st shall be entitled to the annual merit increases effective the October 1st after their date of hire. Employees hired on or after July 1st shall not be entitled to an annual increase on the October 1st after the date of hire. These employees will become eligible for an annual merit increase on the subsequent October 1st (if one is being paid on that October 1st) (maximum of 15 months for eligibility).

ARTICLE 26- WAGES/LONGEVITY

Section 1: Evergreen Solutions, LLC, conducted a compensation study for the City assessing and analyzing the City's classification and compensation structure and made recommendations in response to its findings. Evergreen recommended new pay grades and developed an implementation plan to transition employees into the new pay plans. Evergreen also recommended that certain employees, whose current salary was found not to be competitive with the current market conditions, receive an equity pay adjustment. This 2015-2018 agreement implements Evergreen's recommendations with respect to the new pay grades (See Appendix II) and the equity pay adjustments to be provided to certain employees as set forth in the March 24, 2016, notice received by the affected employees. The equity pay adjustments recommended by Evergreen will be effective in the first full pay period on or after April 1, 2015.

Section 2: The new minimum and maximum pay range for each job classification within the bargaining unit is contained in Appendix II. The City shall have the right to hire employees within the pay range of the job classification.

Section 3: Employees whose base pay is below the top of the pay range for their positions shall receive a pay increase on their total pay in the first full pay period on or after the following dates provided that the increase does not place their base pay above the pay range for their positions. If it does, the employees shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay is at or above the top of the pay range on October 1st of each fiscal year shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their total pay.

- October 1, 2015 - 2.5%;
- October 1, 2016 - 2.5 %;
- October 1, 2017 - 1%.

(The maximum total percentage increase (excluding an Evergreen adjustment) an employee shall be eligible to receive in Fiscal Year 2016 and Fiscal Year 2017 is 4%

(2.5% wage increase plus a 1.5% merit increase – the percentages are not compounded).

Section 4: An additional pay increase in the amount of one-half (0.5%) percent will be added to the total pay of employees who are not topped out effective in the first full pay period on or after October 1, 2017, provided that the Funded Ratio of the General Employees Pension Plan (Pension Plan), as reported in the Pension Plan's GASB 67 Financial Statements for the plan year ending 9/30/2017 is at least two percentage points more than the Funded Ratio reported in the Pension Plan's GASB 67 Financial Statements for the plan year ending 9/30/2015.

Section 5: The above stated increases are only applicable for fiscal year 2016, 2017 and 2018 and shall not be part of the status quo benefits beyond September 30, 2018.

Section 6: New employees shall be eligible for the annual increase on the October 1st subsequent to their hire date.

Section 7: The aforementioned pay increases shall not increase the minimum and maximum pay ranges for the job classifications contained in Appendix II.

Section 8: The City shall complete a compensation study assessing and analyzing the City's classification and compensation structure by September 30, 2018.

Section 9: Longevity: All employees who reach the following dates of continuous years of City service, shall be paid prospectively the following additional longevity pay increase above their base salary:

(1)	10 years of continuous City service	5.0%
(2)	15 years of continuous City service	3.0%
(3)	20 years of continuous City service	2.0%

Section 10: Longevity increases shall apply above and in addition to base salaries.

Section 11: The salary range for Supervisory employees may be exceeded without limit by contract articles which provide for increases to base rate of pay to the extent that the languages specify.

ARTICLE 27 - CERTIFICATION PAY

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

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

Employees hired prior to the ratification date of this 2015-2018 agreement in the categories shown below shall receive a five percent (5%) differential above their base rate of pay for possessing the following professional certifications. The effective date of such pay differential shall be the ratification date of this 2015-2018 agreement:

Water Treatment Plant Superintendent	"A" Level Licensure
Wastewater Treatment Plant Superintendent	"A" Level Licensure

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

Section 2: Any certification pay provided in this Article 27 shall be treated as part of the employee's base pay for purposes of the pension plan's definition of compensation and employee contributions.

ARTICLE 28 - SAVINGS CLAUSE

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

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

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

ARTICLE 29 - ASSIGNMENT PAY

Section 1: Due to vacation, sick, or workload requirements Supervisory Employees assigned to temporarily assume duties and responsibilities of classifications of a higher pay grade shall receive compensation based upon the schedule in Section 3, provided the employee works in the higher classification for at least eight (8) consecutive hours before the assignment pay shall begin, unless the full time employee in the lower pay grade is working for a part-time employee in a classification of a higher pay grade, in which case, the employee must work at least four (4) consecutive hours before the assignment pay shall begin. There shall be no assignment pay during a declared emergency.

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

Section 3: Schedule of compensation:

a. Supervisory to a higher pay grade in a supervisory positon = minimum of paygrade or 5% (whichever is greater).

b. Supervisory to Management/Executive = minimum of paygrade or 10% (whichever is greater).

ARTICLE 30 – REGULARLY SCHEDULED PART-TIME EMPLOYEES

Section 1: Regularly scheduled part time non-seasonal employees shall enjoy rights in all Collective Bargaining Agreement articles except for the following:

- Article 6 - Contracting and Subcontracting
- Article 8 – Pension and Pension Plan
- Article 9 - Lay-off and Recall
- Article ~~11~~10- Sick Leave (except as provided below in this Article)
- Article 13 - Bereavement Leave (except as provided below in this Article)
- Article 17 - Special Leave and Leave of Absence (except FMLA for employees who meet the minimum qualifications)
- Article 22 - Educational Reimbursement
- Article 23 - Voluntary Demotions
- Article 27 – Certification Pay

Section 2: Regularly scheduled non-seasonal part-time employees who average at least thirty (30) hours or more of work per week shall be eligible for the following benefits:

1. Sick Leave: three quarters (75%) of the sick leave accruals provided in Article 10.
2. Vacation Leave: three quarters (75%) of the vacation leave accruals provided in Article 20.
3. Holidays: eight (8) holidays and the Employee's Birthday provided in Article 18. Effective on October 1, 2016, part-time employees shall not be allowed to bank a holiday and shall instead be paid for the 8 holidays (at straight time). The employee shall elect the 8 holidays that he/she will be paid for at the beginning of each fiscal year.
4. Bereavement Leave: as provided in Article 13.
5. Health Insurance: The employee shall be responsible for one-half the appropriate premium equivalent.

6. A Flexible Spending Account as provided in Article 16 to full-time employees.
7. A non-matching City contribution to a deferred comp 457 plan in the amount of $1,000.00 to be paid annually on the employee's anniversary date of hire.

Section 3: Regularly scheduled non-seasonal part-time employees who average more than 15 hours of work per week but less than thirty (30) hours of work per week shall be eligible for the following benefits:

1. Sick Leave: fifty percent (50%) of the sick leave accruals provided in Article 10.
2. Vacation Leave: fifty percent (50%) of the vacation leave accruals provided in Article 20.
3. Holidays: five (5) holidays and the Employee's Birthday provided in Article 18. Effective October 1, 2016, part-time employees shall not be allowed to bank a holiday and shall instead be paid for the 5 holidays (at straight time). The employee shall elect the 5 holidays that he/she will be paid for at the beginning of each fiscal year.
4. Bereavement Leave: as provided in Article 13.
5. A Flexible Spending Account in the amount of $500.00.
6. A non-matching City contribution to a deferred comp 457 plan in the amount of $1,000.00 to be paid annually on the employee's anniversary date of hire.

Section 4: Effective upon the ratification of this 2015-2018 Agreement, health insurance and FSA eligibility shall be established as follows:

- New employees who the City anticipates will work 30 or more hours shall be initially eligible for health insurance and FSA limits at the same time as regular full-time employees (first of the month after a 30-day waiting period). For eligibility for subsequent calendar years, their hours will be evaluated each December.
- New employees who the City anticipates will work between 15 and 29 hours, will have a 12-month look-back provision for health insurance

eligibility. In other words, a newly hired employee's hours will be analyzed on his/her anniversary date to determine if he/she is eligible for health insurance for the next calendar year. If he/she is eligible, he/she will have the option of obtaining health insurance for the next calendar year. For years thereafter, their hours will be evaluated each December for health insurance eligibility for the next calendar year. As to the FSA, they will receive the $500.00 after a 60-day waiting period and for calendar years thereafter their hours will be evaluated each December to determine their eligibility for FSA and the eligible amount.

- New employees who the City anticipates will work less than 15 hours are not eligible for part-time benefits.

Section 5: Effective upon the ratification date of this 2015-2018 agreement, for determination as to whether newly hired part-time employees are eligible for placement into the non-medical benefits categories (i.e., sick leave, vacation leave and holidays) set forth in Section 2 or Section 3 above, the employee will be placed into the appropriate non-medical benefit category, if any, on their hire date based on the weekly hours that the employee is anticipated to work. Thereafter, the City shall monitor and re-evaluate each part-time employee's continued eligibility for the benefits applicable to their work hours, but the City agrees that absent a dramatic change in any regularly scheduled part-time employee's work schedule, the employee's benefit levels will be changed only in the beginning of the first pay period on October 1st in each year.

ARTICLE 31 - 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, 2018.

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

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

Section 4: All Letters of Understanding entered into between the City and AFSCME prior to the signing of this agreement shall be null and void unless specifically incorporated into this agreement.

EXECUTION OF AGREEMENT

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the City Commission of the City of Hollywood, is hereby executed with the signature affixed hereto.

Dated this 16 day of June, 2016.

WITNESSES:

As to Local 2432

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

By: _____
President

Date: 5/23/2016

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

By: _____
Mayor

Attest: _____
City Clerk

Approved: _____
City Manager

Approved: _____
Budget Director

As to the City

As to the City

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

_____
CITY ATTORNEY

APPENDIX I: PERC Certification 2000

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

HOLLYWOOD, FLORIDA, CITY EMPLOYEES, LOCAL 2432, AFSCME, Petitioner, v. CITY OF HOLLYWOOD, Respondent.	Case Nos. UC-2000-019 UC-2000-020 UC-2000-021 ORDER GRANTING UNIT CLARIFICATION Order Number: 00E-203 Date Issued: November 1, 2000

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

James Carnicella, Hollywood, representative for respondent.

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

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

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

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

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

[1]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.

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:

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;

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; Recreation Leader Trainee; Recreation Maintenance Aide; Recreation Maintenance Manager; Refuse Collection Section Supervisor; Refuse Collector; Regulatory Compliance Officer; Sanitation Equipment Mechanic; Safety & Loss Control Engineer; 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 Supervisor; Storekeeper; Storekeeper Supervisor; Stores Clerk; Stores Driver; Stormwater Technician; Technical Theater Specialist; Telecommunicator I; Telecommunicator II; Theater Assistant; Theater Specialist; Treatment Plant Mechanic I; Treatment Plant Mechanic II; Urban Forest/Irrigation Supervisor; Utilities Serviceworker 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.

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;

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

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

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

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

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

BY: Mary Ann Burns
Clerk

/bjk

UC-2000-019
UC-2000-020
UC-2000-021

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

UC-2000-019
UC-2000-020
UC-2000-021

Appendix B (Confidential Employees)

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

APPENDIX II: Classification Titles and Salary Ranges

Supervisory Pay Grade and Pay Ranges

Pay Grade	Min	Max
S1	$45,000.00	$72,000.00
S2	$48,150.00	$77,040.00
S3	$53,066.12	$84,905.79
S4	$56,780.75	$91,923.13
S5	$60,755.40	$97,208.64
S6	$65,008.28	$104,013.25
S7	$69,558.86	$111,294.17
S8	$74,427.98	$119,084.77

Job Title with Pay Grade

Job Title	Pay Grade
Assistant Customer Service Manager	S5
Collections Supervisor	S5
Electrical Mechanical Security Superintendent	S6
Engineering Support Services Manager - Architectural	S8
Engineering Support Services Manager - Engineering	S8
Environmental Services Superintendent	S5
Fleet Superintendent	S5
Marine Safety Chief	S5
Parking Operations Superintendent	S5
Police Property and Facilities Manager	S5
Police Records Manager	S5
Records and Archive Manager	S5
Senior Coastal Project Manager	S7
Senior Project Manager	S7
Streets Superintendent	S4
Underground Utilities Superintendent	S6
Utilities Accounting Supervisor	S5
Utility Billing Supervisor	S5
Wastewater Maintenance Superintendent	S6
Wastewater Plant Superintendent	S6
Water Plant Operations Superintendent	S6
Water Quality Manager	S7

APPENDIX III: Authorization for Payroll Deductions

We Make Hollywood Happen

HOLLYWOOD MUNICIPAL EMPLOYEES, LOCAL 2432

AUTHORIZATION FOR PAYROLL DEDUCTION

Name: _____

Department or Division: _____

Effective _____ I hereby request and authorize you to deduct from my earnings each pay period an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by A.F.S.C.M.E. Local 2432. The amount deducted shall be paid to the treasurer of Local 2432. This authorization shall remain in effect unless terminated by me with thirty (30) days written notice to both Local 2432 and the City of Hollywood.

_____ _____

Signature Print

Phone: (_____) _____ Email: _____

Address: _____

☐ General ☐ Supervisory ☐ Professional

PLEASE COMPLETE AND RETURN TO AFSCME LOCAL 2432
2734 Hollywood Boulevard, Hollywood Florida 33020
www.local2432.com

APPENDIX IV: Sick Leave Pool Policy

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

REVISED DATE: **JUNE 1, 2004**

LAST REVISION: **JANUARY 1, 2001**

PURPOSE:

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

POLICY:

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

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

PROCEDURE:

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

2. A participating employee may be granted Leave from the Pool only after depletion of all personal accrued sick, vacation, and compensatory leave credits. Sick leave withdrawn may only be used for non-work related catastrophic, long-term illnesses or injuries of the participating employees. The participating employee may initially be eligible to receive up to ninety (90) days of leave from the Sick Leave Pool Account. Requests for additional Leave from the Pool are subject to approval by the Committee.

3. Eligible participants must contribute eight (8) hours of accrued sick or vacation leave to the Pool once every twelve (12) months. If the Committee finds that an insufficient amount of Leave exists in the Pool, additional leave requests may be made from all participants. All leave contributed to the Pool shall be removed from the participating employees' leave accounts by the Payroll Office and shall be placed into the Sick Leave Pool Account. Participating employees will be required to re-enroll on an annual basis to continue participation in the program. Once enrolled, the requested amount of accumulated sick leave hours will be automatically deducted from the designated leave accounts of participating employees and credited to the Sick Leave Pool Account. Use of the Sick Leave Pool Account will be monitored by Human Resources and the Payroll Division.

4. A participating employee shall be allowed to "donate" to the pool up to eight (8) hours of any unused or unpaid sick or vacation leave from his/her individual leave balances at the time of retirement or at the end of each leave year (September 30th). The ten (10) days of mandatory use of vacation leave by Executive, Management and Professional employees may not be used toward the contribution of time for the Sick Leave Pool.

5. Participation requests shall be made in writing to Human Resources. Prior to authorizing the use of leave from the Pool, the Sick Leave Pool Committee shall require medical certification of the accident, illness, or injury for the individual in which the use of Pool Leave is requested and any other medical information concerning anticipated duration of the condition and outlook for recovery. The official sick leave record of the requesting employee may also be reviewed prior to any authorization of sick leave pool benefits. Such review will be used to determine if an employee has abused his/her sick leave prior to the request of leave from the Pool. All medical records and information shall remain confidential with the Sick Leave Pool Committee.

6. A participating employee who withdraws sick leave hours from the Pool will not be required to replace those hours, except as a regular contributing member of the Pool.

7. Any Leave hours contributed to the Sick Leave Pool will be permanently forfeited to the pool and shall be used exclusively for the purpose of carrying out the Pool's objectives.

APPENDIX V: Hollywood Ordinance: Pensions And Retirement

City of Hollywood
General Employee's Pension and Retirement Plan

Includes changes adopted by Ordinance O-2016-06 and O-2016-08 on May 18, 2016

§ 33.025 PENSIONS AND RETIREMENT.

(A) *Establishment and purpose.*

(1) 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.

(2) It is the legislative intent and purpose of this subchapter 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.

(3) 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.

(4) 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 division (AA) of this section.

(5) (a) The benefit structure in effect on September 30, 2011 is frozen at midnight on that date for general fund members. All general fund members will be vested in benefits accrued to that date and payable under the terms and conditions of plan provisions then in effect. No additional benefits of any kind shall accrue to general fund members under the frozen benefit structure. Effective October 1, 2011, general fund members are subject to a new benefit structure applicable to future service as set forth in this § 33.025.

(b) Notwithstanding any provision contained in this § 33.025 to the contrary, for any general fund member who becomes eligible to retire with normal retirement benefits on or before September 30, 2011 and is so eligible on September 30, 2011, the benefit structure in effect on September 30, 2011 shall remain in effect beyond September 30, 2011 and shall not be frozen; provided, however, that any such member who does not enter the DROP on or before September 30, 2011 shall not be eligible to participate in the DROP.

(6) (a) The benefit structure in effect on March 4, 2014 is frozen at midnight on that date for non-general fund members. All non-general fund members will be vested in benefits accrued to that date and payable under the terms and conditions of plan provisions then in effect. No additional benefits of any kind shall accrue to non-general fund members under the frozen

benefit structure. Effective March 5, 2014, non-general fund members are subject to a new benefit structure applicable to future service as set forth in this section.

(b) Notwithstanding any provision contained in this section to the contrary, for any non-general fund member who becomes eligible to retire with normal retirement benefits on or before March 4, 2014 and is so eligible on March 4, 2014, the benefit structure in effect on March 4, 2014 shall remain in effect beyond March 4, 2014 and shall not be frozen; provided, however, that any such member who does not enter the DROP on or before March 4, 2014 shall not be eligible to participate in the DROP.

(7) Any member who, during the period beginning October 1, 2011 and ending March 4, 2014, transfers between a position in which he or she is a general fund member and a position in which he or she is a non-general fund member shall be subject to the benefit structure applicable to general fund members for all periods of time during which he or she is a general fund member and shall be subject to the benefit structure applicable to non-general fund members for all periods of time during which he or she is a non-general fund member.

(B) *Definitions*. For purposes of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACTUARIAL EQUIVALENT. A benefit or amount of equal value, based upon the 1983 Group Annuity Mortality Table for males and an interest rate of 8% per annum, or such other rate that is recommended by the actuary and approved by the Board.

AVERAGE FINAL COMPENSATION. For a member hired prior to July 15, 2009, means monthly average compensation for the highest 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 the definition of ***COMPENSATION*** 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 division (AA) below, and ***AVERAGE FINAL COMPENSATION*** for members hired on or after October 1, 2011 is set forth in division (CC) below. The definition of ***AVERAGE FINAL COMPENSATION*** set forth above is frozen at midnight on September 30, 2011 for general fund members and at midnight on March 4, 2014 for non- general fund members. Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, a definition of ***AVERAGE FINAL COMPENSATION*** is set forth in division (BB) below.

BENEFICIARY. 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.

BOARD. The Board of Trustees, which shall administer the pension plan as provided herein.

CITY. The City of Hollywood, Florida.

CITY COMMISSION. The City Commission of the city.

CODE. The U.S. Internal Revenue Code of 1986, as amended from time to time.

COMPENSATION. 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:

(a) 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.

(b) 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).

(c) 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.

(d) 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.

(e) Compensation for members hired on or after July 15, 2009 but prior to October 1, 2011 is set forth in division (AA) below, compensation for members hired on or after October 1, 2011 but prior to March 5, 2014 is set forth in division (CC) below, and compensation for members hired on or after March 5, 2014 is set forth in division (DD) below.

(f) 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 Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations, shall be disregarded.

The definition of compensation set forth above is frozen at midnight on September 30, 2011 for general fund members hired prior to July 15, 2009 and at midnight on March 4, 2014 for non-general fund members hired prior to July 15, 2009. Under the benefit structure effective October 1, 2011 for general fund members hired prior to July 15, 2009 and effective March 5, 2014 for non-general fund members hired prior to July 15, 2009, a definition of compensation is set forth in division (BB).

DIRECT ROLLOVER. A payment to an eligible retirement plan specified by the distributee in accordance with division (Y) below.

EMPLOYEE. 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 subchapter 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.

FUND. The pension fund established as part of this retirement plan.

GENERAL FUND MEMBER. Any member paid out of the city's general fund and/or other city funds, with the exception of the water and sewer utility, stormwater utility, parking and sanitation funds.

MEMBER. Any employee who participates in the fund in accordance with the provisions of this plan, and any retiree.

PENSION COORDINATOR. The person or entity appointed in accordance with division (S)(9) of this plan.

REGULAR INTEREST. 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 4% per annum.

RETIREE. Any member who receives benefits under the provisions of this plan, including DROP participants.

RETIREMENT. A member's separation from city employment with eligibility for and actual receipt of benefits under this retirement plan, or entry into the DROP.

RETIREMENT PLAN or ***PLAN.*** 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.

SPOUSE. The lawful wife or husband of a member.

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

(1) The City Manager and City Attorney, who may participate in the plan with the approval of the City Commission;

(2) 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;

(3) Seasonal and part-time employees;

(4) Elected officials;

(5) Independent contractors;

(6) Employees hired prior to the effective date of this subchapter 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 division (D)(7) below.

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

(1) 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 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.

(2) 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.

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

(4) 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 division may not be used to obtain the minimum service required for vesting or participation in the DROP plan.

(5) 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:

(a) Was employed by the city when he or she entered the uniformed services;

(b) Is reemployed by the city within the time specified in the Act:

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

(d) 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 division (5) 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.

(6) 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 division (C) above, 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 7% of the compensation received during the period of prior employment, plus a buy-back fee of 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 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 division must be made using any one or a combination of the following options:

(a) Cash lump sum payment.

(b) Direct transfer or rollover of an eligible rollover distribution from a qualified plan, in accordance with division (Y) below.

(c) *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 20% of the member's gross monthly pension benefit.

(7) Employees hired prior to the effective date of this subchapter 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 subchapter. 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 division (C) above, under the same conditions and options as provided for the purchase of credited service under division (D)(6) above. The election to participate in the plan under this division (7) shall be irrevocable. Any person who is eligible to become a member of the plan under this division (7) who does not submit a timely written election to participate in accordance with this division shall not be eligible to participate in the plan for as long as he or she is compensated on a contractual basis.

(8) 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. O-94-34 shall not thereafter be eligible for full or part-time city employment.

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

(10) Any city employee who, on March 5, 2014, is a contributing member of this plan may purchase credited service under the plan for each period of prior city employment in a permanent full-time position that was not eligible for membership in a defined benefit retirement plan of the city. 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 8% of the compensation received during the period of prior employment, plus a buy-back fee of 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 6-1/2% 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 division must be made using any one or a combination of the following options:

(a) Cash lump sum payment.

(b) Direct transfer or rollover of an eligible rollover distribution from a qualified plan, in accordance with division (Y) below.

(c) 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 20% of the member's gross monthly pension benefit.

(E) *Normal retirement date.*

(1) 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 25 years of credited service regardless of age, or upon reaching age 55 with at least five years of credited service, subject, however, to the additional provisions applicable to such a member under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members as specified in division (BB) below.

(2) 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 25 years of credited service regardless of age, or upon reaching age 55 with at least ten years of credited service.

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

(4) The normal retirement date for members hired on or after July 15, 2009 but prior to October 1, 2011 is specified in division (AA) below.

(5) The normal retirement date for members hired on or after October 1, 2011 but prior to March 5, 2014 is specified in division (CC) below.

(6) The normal retirement date for members hired on or after March 5, 2014 is specified in division (DD) below.

(F) *Normal retirement benefit.*

(1) 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 3% of average final compensation multiplied by years of credited service, up to a maximum of 27 years of credited service and a maximum pension rate of 81%. Such benefit shall be payable on the member's normal retirement date and separation from city employment. The normal retirement benefit specified in this paragraph is frozen at midnight on September 30, 2011 for general fund members and at

midnight on March 4, 2014 for non-general fund members. The normal retirement benefit for general fund members hired prior to July 15, 2009, under the benefit structure effective October 1, 2011, and for non-general fund members hired prior to July 15, 2009, under the benefit structure effective March 5, 2014, is specified in division (BB) below.

(2) 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 or more years of credited service shall be 2.5% of average final compensation multiplied by years of credited service, up to a maximum of 30 years of credited service and a maximum pension rate of 75%, excluding those members who retired pursuant to the Early Retirement Incentive Plan created by Ordinance No. O-94-34. Such benefit shall be payable on the member's normal retirement date and separation from city employment.

(3) The normal retirement benefit for members hired on or after July 15, 2009 but prior to October 1, 2011 is specified in division (AA) below.

(4) The normal retirement benefit for members hired on or after October 1, 2011 but prior to March 5, 2014 is specified in division (CC) below.

(5) The normal retirement benefit for members hired on or after March 5, 2014 is specified in division (DD) below.

(G) *Deferred vested retirement.*

(1) 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 years of credited service prior to October 1, 2011 and does not receive a refund of contributions, and any member hired prior to July 15, 2009, irrespective of age, who separates from city employment on or after October 1, 2011 after having completed at least five years of credited service consisting of any combination of credited service (i) as a member of any kind prior to October 1, 2011 and (ii) as a member other than a general fund member on or after October 1, 2011 but prior to March 5, 2014, shall have the right to receive a service retirement benefit beginning at age 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. Deferred vested retirement for members hired prior to July 15, 2009 is further specified in division (BB) below.

(2) Any member, irrespective of age, who separated from city employment before July 1, 1999 after having completed at least ten 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 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.

(3) Deferred vested retirement for members hired on or after July 15, 2009 but prior to October 1, 2011 is set forth in division (AA) below.

(4) Deferred vested retirement for members hired on or after October 1, 2011 but prior to March 5, 2014 is set forth in division (CC) below.

(5) Deferred vested retirement for members hired on or after March 5, 2014 is set forth in division (DD) below.

(H) *Deferred retirement option plan.*

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

(2) An employee covered by this 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 55th birthday and tenth-year anniversary of credited service, or the first day of any month following the completion of a total of 25 years of credited service. An employee hired on or after July 15, 2009 shall not be eligible to participate in the DROP.

(3) 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 30 years of credited service, or the right of election to participate in the DROP plan shall be forfeited.

(4) 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 32 years. In any event, the total participation in the DROP plan shall not exceed five years and participation will end if the employee is terminated for just cause, dies or retires.

(5) 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.

(6) 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.

(7) 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.

(8) 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:

(a) 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

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

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

(10) 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.

(11) 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 division (H)(8) 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.

(12) 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 division (E) above, or a disability retirement benefit calculated in accordance with division (L) below, based on the compensation and years of credited service in effect on the date the DROP participation began.

(13) The Commission may, by ordinance, implement the provisions of the DROP plan.

(I) *Service retirement benefit; optional forms.*

(1) 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:

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

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

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

(d) 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.

(e) 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.

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

(3) 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.

(4) 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.

(J) *Benefit adjustments.*

(1) 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 $100 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.

(2) 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 2½% of his or her highest average monthly salary for any three consecutive years within his or her last ten years of service, multiplied by the number of years of service, or $100 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.

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

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

(5) For members hired prior to July 15, 2009 who retire on or after August 17, 2009 without entering the DROP, a 2% COLA shall be payable annually commencing three years after retirement benefits begin. For members hired prior to July 15, 2009 who enter the DROP on or after August 17, 2009, a 2% COLA will be payable annually, commencing the later of three years after retirement benefits begin or one year after separation from employment following participation in the DROP. For general fund members, the benefit provided in this paragraph is frozen as of midnight on September 30, 2011. Under the benefit structure effective October 1, 2011 for general fund members, no COLA shall be payable. For non-general fund members, the benefit provided in this paragraph is frozen as of midnight on March 4, 2014. Under the benefit structure effective March 5, 2014 for non-general fund members, no COLA shall be payable.

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

(K) *Supplemental pension distribution.*

(1) Effective October 1, 2002, a supplemental pension distribution program shall be established in accordance with this subsection. For the purpose of this division, 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 2%. 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:

(a) 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 3%.

(b) 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 4%.

(c) For plan years 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 4.5%.

(2) For the purpose of this division, ***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 2%) of the net market rate of return, over the assumed rate of investment return plus 2%, 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 2%) of the net market rate of return, over the assumed rate of investment return plus:

(a) Three percent for the plan year beginning October 1, 2005;

(b) Four percent for the plan year beginning October 1, 2006; and

(c) Four and one-half percent for plan years beginning October 1, 2007 and thereafter.

(3) 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:

(a) 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).

(b) Then, the amount obtained in division (3)(a), 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.

(4) 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 division, 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 division.

(L) *Disability retirement.*

(1) Except as set forth in division (3) 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 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.

(2) Except as set forth in division (3) below, upon total and permanent disability of a member hired prior to July 15, 2009 having at least five 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 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 but prior to October 1, 2011 for non-duty disability benefits is specified in division (AA) below. The eligibility of members hired on or after October 1, 2011 but prior to March 5, 2014 for non-duty disability benefits is specified in division (CC) below. The eligibility of members hired on or after March 5, 2014 for non-duty disability benefits is specified in division (DD) below. If a general fund member hired prior to October 1, 2011 is entitled to a non-duty disability benefit and the date of disability, defined as the date the member becomes disabled, as opposed to the date on which the determination of disability is made, is on or after October 1, 2011, the amount of the non-duty disability benefit to which the member is entitled shall equal the sum of (i) a benefit for the period prior to October 1, 2011 calculated in accordance with the benefit structure frozen as of September 30, 2011, and (ii) a benefit for the period on and after October 1, 2011 calculated in accordance with the benefit structure effective October 1, 2011. If a non-general fund member hired prior to March 5, 2014 is entitled to a non-duty disability benefit and the date of disability, defined as the date the member becomes disabled, as opposed to the date on which the determination of disability is made, is on or after March 5, 2014, the amount of the non-duty disability benefit to which the member is entitled shall equal the sum of (i) a benefit for the period prior to March 5, 2014 calculated in accordance with the benefit structure frozen as of March 4, 2014, and (ii) a benefit for the period on and after March 5, 2014 calculated in accordance with the benefit structure effective March 5, 2014.

(3) 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 division (I)(1)(d) or (e).

(4) Notwithstanding the provisions of divisions (1) and (2) 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 this chapter. Any member who is placed in such a position shall have preference for future vacant positions without regard to the provisions of the civil service system. Placement in a position pursuant to this division shall be at the discretion of the Human Resources Director. This division shall not apply to any member who was injured or disabled prior to July 1, 1999.

(5) 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 division, ***AVERAGE WEEKLY WAGES*** shall be determined as prescribed in F.S. Ch. 440 (the Workers' Compensation Law).

(6) 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 division. 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 12 consecutive monthly payments shall be reduced by an amount equal to 1/12 of the salary received by the member and 1/12 of the net earnings from self-employment income received by the member during the preceding calendar year. This division shall not apply to any member who was injured or disabled prior to July 1, 1999. Notwithstanding any other provision of this division, effective October 1, 2005 the provisions of this division 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 division.

(7) 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.

(M) *Death benefits.*

(1) 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 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 division (I)(1)(d) above.

(2) *Benefits payable upon a member's death following retirement.*

(a) If a member elects to receive an optional benefit form pursuant to division (I)(1)(a), (b) or (c), 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.

(b) If a member receives a life annuity or elects to receive an optional benefit form pursuant to division (I)(1)(d) or (e), 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.

(3) 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 division (I)(1) above, 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 division (D) above. If such member did not elect to receive an optional benefit form pursuant to division (I)(1) above, 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 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 4% per year to the date of separation from employment, shall be paid to the member's estate.

(N) *Refund of member contributions.*

(1) 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 4% per year through the date of separation.

(2) 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 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 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.

(O) *Financing.*

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

(a) Contributions by employees hired prior to July 15, 2009 of 7% of compensation prior to October 1, 2009, 8% of compensation as of October 1, 2009, 9% of compensation as of October 1, 2010, and 8% of compensation effective no later than the first day of a pay period that begins within 30 days (i.e., one month) after March 5, 2014, 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 division (D)(6) and (7) above, shall be designated as employer contributions pursuant to section 414(h) of the Internal Revenue 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 division (D)(6) and (7) above shall be irrevocable. The employee contributions for members hired on or after July 15, 2009 but prior to October 1, 2011 is specified in division (AA) below;

(b) 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;

(c) Interest earned on investments; and

(d) Miscellaneous income accruing to the Fund.

(2) 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.

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

(P) *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.

(Q) *Investments.*

(1) 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 division (2) 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:

(a) Providing benefits to participants and their beneficiaries; and

(b) 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.

(2) The Board shall adopt and periodically update a written investment policy in accordance with F.S. § 112.661, 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.

(3) 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.

(R) *Management.*

(1) The Fund shall constitute a trust to operate for the exclusive benefit of the participating employees by a Board of Trustees of seven members. The Board shall consist of two 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 members representing the employees, who shall be employee members (including DROP participants) with at least six years of credited service, and who shall be elected by vote of all employee members (including DROP participants); one 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 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. The City of Hollywood Retirees' Association shall administer the election of retiree Board members, subject to the direction of the Board. Each of the three employee members shall attend two 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.

(2) The terms of office of all Board members shall be three years, except to provide staggered terms for Board members appointed by the City Commission, the first such appointment occurring on or after May 18, 2016 shall be for a term expiring June 30, 2018, notwithstanding any other provision of this section.

(3) 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 division (R)(1) above 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 division (R)(1) above to fill the remainder of the term.

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

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

(6) Meetings of the Board shall be open to the public.

(7) The Board shall formulate policy and shall be responsible for the proper operation and administration of the affairs of the Fund.

(8) 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 subchapter. It shall adopt bylaws to define the duties of its officers and govern the conduct of its meetings.

(S) *Administration.*

(1) The Board shall annually select from among its members a secretary, who shall perform such duties as may be assigned by the Board.

(2) The official custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund may be made by a disbursing agent but only upon written authorization from the Board.

(3) Assets of the Fund may be deposited with the Director of the Department of Financial Services of the city, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he or she is liable for the safekeeping of funds for the city. Any assets so deposited with the Director of the Department of Financial Services of the city shall be kept in a separate fund or clearly identified as assets of the Fund. Alternatively, the Board may deposit assets of the Fund in a qualified public depository as defined in F.S. § 280.02, which depository with regard to such funds shall conform to and be bound by all of the provisions of F.S. Ch. 280.

(4) The pension coordinator shall maintain custody of all records, files, and documents of the Fund and Board. All such records, files and documents shall be stored in the pension office with appropriate backup approved by the Board.

(5) The Board shall engage such acturial, accounting, legal, and other services as shall be required to transact the business of the Fund. The compensation of such persons engaged by the Board shall be paid from the Fund at such rates and in such amounts as determined by the Board.

(6) The Board shall purchase insurance coverage, including fiduciary insurance and surety bonds, in such amounts and under such terms as determined by the Board.

(7) All expenses for the administration and operation of the Fund as approved by the Board shall be paid by the Fund. Beginning with the fiscal year commencing October 1, 2017, the Board shall provide a detailed accounting report of its expenses for each fiscal year, and make the report available to all members and the City. The report must include all administrative expenses that, for purposes of this subsection, are expenses relating to any legal counsel, actuary, pension coordinator, and other service provider, office expenses, and all travel and other expenses paid to or on behalf of the members of the Board or anyone else on behalf of the plan.

(8) Beginning with the fiscal year commencing October 1, 2017, the Board shall adopt and operate under an administrative expense budget for each fiscal year, provide a copy of the budget to the City, and make available a copy of the budget to all members before the beginning of the fiscal year. If the Board amends the administrative expense budget, the board must provide a copy of the amended budget to the City and make available a copy of the amended budget to all members.

(9) The Board shall ensure that proper and adequate records and accounts are established and maintained which will give full effect to the requirements of this plan.

(10) Beginning with the fiscal year commencing October 1, 2017, 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.

(11) The Board shall engage a person or entity to serve as pension coordinator. The Board may provide an office for the pension coordinator, or may contract with the pension coordinator for an office. 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.

(T) *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.

(U) *Actuarial studies.* An actuarial valuation of the Fund shall be conducted periodically in accordance with applicable law, but at least once every three 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 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.

(V) *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.

(W) *Deminimus payments.* If the present value of any non-forfeitable 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.

(X) *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.

(Y) *Direct transfers of eligible rollover distributions.*

(1) *Rollover distributions.*

(a) *General.* This division applies to distributions made on or after the effective date of this subchapter. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this division, 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.

(b) *Definitions.*

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 Internal Revenue 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) of the Internal Revenue Code, to an individual retirement annuity described in section 408(b) of the Internal Revenue Code or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is not so includible.

ELIGIBLE RETIREMENT PLAN. An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan

described in section 403(a) of the Internal Revenue Code, an eligible deferred compensation plan described in section 457(b) of the Internal Revenue Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Internal Revenue 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 Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal Revenue 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.

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.

DIRECT ROLLOVER. A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(c) *Rollovers or transfers into the Fund.* On or after the effective date of this subchapter, the Fund will accept member rollover cash contributions and/or direct cash rollovers of distributions for the purchase of credited service pursuant to division (D)(6) and (7), as follows:

1. *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 Internal Revenue Code, from an annuity contract described in section 403(b) of the Internal Revenue Code, or from an eligible plan under section 457(b) of the Internal Revenue 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.

2. *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 Internal Revenue Code, or from an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, that is eligible to be rolled over and would otherwise be includible in the member's gross income.

(Z) *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 section 415(b) of the Internal Revenue Code.

(AA) *Benefits and employee contributions for members hired on or after July 15, 2009 but prior to October 1, 2011.*

(1) Notwithstanding any other provision of the plan, members hired on or after July 15, 2009 but prior to October 1, 2011 shall receive the same retirement benefits as members hired prior to that date, except as follows:

(a) Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, the normal retirement dates shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or age 60 or older with 30 years of credited service; provided, however, that effective April 6, 2016, the normal retirement dates shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or 30 years of credited service,

regardless of age; under the benefit structure effective prior to October 1, 2011 for general fund members and prior to March 5, 2014 for non- general fund members, the normal retirement dates shall be age 57 or older with 25 years of credited service; age 60 or older with seven years of credited service; or 30 years of credited service, regardless of age;

(b) The vesting period shall be seven years of credited service;

(c) Upon reaching the normal retirement date, a general fund member who separates from city employment prior to March 5, 2014 is entitled to a normal retirement benefit of (i) 2.5% of average final compensation for each year of credited service earned prior to October 1, 2011 and (ii) 2.0% of average final compensation for each year of credited service earned on or after October 1, 2011. Upon reaching the normal retirement date, a general fund member who is employed by the city on March 5, 2014 is entitled to a normal retirement benefit of (iii) 2.5% of average final compensation for each year of credited service earned prior to October 1, 2011 and (iv) 2.5% of average final compensation for each year of credited service earned on or after October 1, 2011, up to a maximum benefit, for credited service earned on or after October 1, 2011, of 81% of average final compensation less 2.5% of average final compensation for each year of credited service earned prior to October 1, 2011. Upon reaching the normal retirement date, a non-general fund member is entitled to a normal retirement benefit of (v) 2.5% of average final compensation for each year of credited service earned prior to March 5, 2014 and (vi) 2.5% of average final compensation for each year of credited service earned on or after March 5, 2014, up to a maximum benefit for credited service earned on or after March 5, 2014, of 81% of average final compensation less 2.5% of average final compensation for each year of credited service earned prior to March 5, 2014 (see paragraph (d) below for definitions of average final compensation to be applied to (i) through (vi) above);

(d) Average final compensation shall be based on the member's highest 104 consecutive bi-weekly pay periods of credited service; provided, however, that under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, average final compensation shall be based on the member's highest 130 consecutive bi-weekly pay periods of the last 260 bi-weekly pay periods of credited service;

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

(f) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;

(g) A member who separates from city employment prior to his or her normal retirement date after having completed at least seven 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 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; provided, however, that general fund members shall have their years of credited service and average final compensation frozen under the benefit structure in effect as of September 30, 2011 and non-general fund members shall have their years of credited service and average final compensation frozen under the benefit structure in effect as of March 4, 2014; also provided, however, that under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, the right to receive a service retirement benefit under that benefit structure shall begin at age 65.

(h) The member shall not be eligible to participate in the DROP;

(i) The member shall not be eligible for a COLA.

(2) Notwithstanding any other provision of the plan, members hired on or after July 15, 2009 shall contribute 9% of their compensation to the plan. Effective no later than the first day of a pay period that begins within 30 days (i.e., one month) after March 5, 2014, such members shall contribute 8% of their compensation to the plan.

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

(BB) *Benefits for members hired prior to July 15, 2009.*

(1) Members hired prior to July 15, 2009 shall continue to receive the same retirement benefits under the benefit structure effective October 1, 2011 that they received immediately prior to October 1, 2011, except as follows:

(a) Notwithstanding any provision contained in this § 33.025 to the contrary, for any general fund member who becomes eligible to retire with normal retirement benefits on or before September 30, 2011 and is so eligible on September 30, 2011, the benefit structure in effect on September 30, 2011 shall remain in effect beyond September 30, 2011 and shall not be frozen; provided, however, that any such member who does not, on or before September 30, 2011, enter the DROP shall not be eligible to participate in the DROP. Notwithstanding any provision contained in this section to the contrary, for any non-general fund member who becomes eligible to retire with normal retirement benefits on or before March 4, 2014 and is so eligible on March 4, 2014, the benefit structure in effect on March 4, 2014 shall remain in effect beyond March 4, 2014 and shall not be frozen; provided, however, that any such member who does not, on or before March 4, 2014, enter the DROP shall not be eligible to participate in the DROP.

(b) Under the benefit structure effective October 1, 2011, the normal retirement date for a general fund member with less than ten years of credited service as of September 30, 2011 shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or age 60 or older with 30 years of credited service; provided, however, that effective April 6, 2016, the normal retirement date shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or 30 years of credited service, regardless of age; and provided further that the normal retirement date of a general fund member with ten or more years of credited service as of September 30, 2011 shall remain the same as it was on September 30, 2011. Under the benefit structure effective March 5, 2014, the normal retirement date for a non-general fund member with less than ten years of credited service as of March 4, 2014 shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or age 60 or older with 30 years of credited service; provided, however, that effective April 6, 2016, the normal retirement date shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or 30 years of credited service, regardless of age; and provided further that the normal retirement date of a non-general fund member with ten or more years of credited service as of March 4, 2014 shall remain the same as it was on March 4, 2014.

(c) The vesting period for general fund employees who have not vested as of September 30, 2011 and for non-general fund employees who have not vested as of March 4, 2014 shall be seven years of credited service;

(d) Upon reaching the normal retirement date, a general fund member who separates from city employment prior to March 5, 2014 is entitled to a normal retirement benefit of (i) 3.0% of average final compensation for each year of credited service earned prior to October 1, 2011 and (ii) 2.0% of average final compensation for each year of credited service earned on or after October 1, 2011, up to a maximum benefit, for credited service earned on or after October 1, 2011, of 81% of average final compensation less 3.0% of average final compensation for each year of credited service earned prior to October 1, 2011. Upon reaching the normal retirement date, a general fund member who is employed by the city on March 5, 2014 is entitled to a normal retirement benefit of (i) 3.0% of average final compensation for each year of credited service earned prior to October 1, 2011 and (ii) 2.5% of average final compensation for each year of credited service earned on or after October 1, 2011, up to a maximum benefit, for credited service earned on or after October 1, 2011, of 81% of average final compensation less 3.0% of average final compensation for each year of credited service earned prior to October 1, 2011.

Upon reaching the normal retirement date, a non-general fund member is entitled to a normal retirement benefit of (i) 3.0% of average final compensation for each year of credited service earned prior to March 5, 2014 and (ii) 2.5% of average final compensation for each year of credited service earned on or after March 5, 2014, up to a maximum benefit, for credited service earned on or after March 5, 2014, of 81% of average final compensation less 3.0% of average final compensation for each year of credited service earned prior to March 5, 2014.

(e) Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, average final compensation shall be based on the member's highest 130 consecutive bi-weekly pay periods of the last 260 bi-weekly pay periods of credited service.

(f) Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, compensation shall include only the member's base pay, which includes longevity pay, but no other payments shall be included.

(g) Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service.

(h) A member who separates from city employment prior to his or her normal retirement date after having completed at least five 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 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; provided, however, that general fund members who are not eligible for normal retirement as of September 30, 2011 shall have their years of credited service and average final compensation frozen under the benefit structure in effect as of September 30, 2011 and non-general fund members who are not eligible for normal retirement as of March 4, 2014 shall have their years of credited service and average final compensation frozen under the benefit structure in effect as of March 4, 2014; also provided however that under the benefit structure effective October 1, 2011 for general fund members and

effective March 5, 2014 for non-general fund members, the right to receive a service retirement benefit under that benefit structure shall begin at age 65.

(i) A general fund member who does not enter the DROP prior to October 1, 2011 shall not be eligible to participate in the DROP. A non-general fund member who does not enter the DROP prior to March 5, 2014 shall not be eligible to participate in the DROP.

(j) A general fund member's entitlement to a benefit in the form of a COLA shall be frozen as of midnight on September 30, 2011, and a non-general fund member's entitlement to a benefit in the form of a COLA shall be frozen as of midnight on March 4, 2014. Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, a member shall not be eligible for a COLA.

(2) Notwithstanding any other provision of the plan, members hired prior to July 15, 2009 shall contribute 9% of their compensation to the plan. Effective no later than the first day of a pay period that begins within 30 days (i.e., one month) after March 5, 2014, such members shall contribute 8% of their compensation to the plan.

(CC) *Benefits for members hired after the 2011 plan freeze but prior to the 2014 plan freeze.*

(1) Members hired on or after October 1, 2011 but prior to March 5, 2014 shall receive the same retirement benefits as members hired on or after July 15, 2009 but prior to October 1, 2011, except as follows:

(a) The normal retirement date for a general fund member shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or age 60 or older with 30 years of credited service; provided, however, that effective April 6, 2016, the normal retirement date shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or 30 years of credited service, regardless of age;

(b) The vesting period shall be seven years of credited service;

(c) Upon reaching his/her normal retirement date, a general fund member is entitled to a normal retirement benefit of 2.5% of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation.

Upon reaching his/her normal retirement date, a non-general fund member is entitled to a normal retirement benefit of (i) 3.0% of average final compensation for each year of credited service earned prior to March 5, 2014 and (ii) 2.5% of average final compensation for credited service earned on or after March 5, 2014, up to a maximum benefit for credited service earned on or after March 5, 2014, of 81% of average final compensation less 3.0% of average final compensation for each year of credited service earned prior to March 5, 2014.

(d) Under the benefit structure effective October 1, 2011 for general fund members and effective March 5, 2014 for non-general fund members, average final compensation shall be based on the member's highest 130 consecutive bi-weekly pay periods of the last 260 bi-weekly pay periods of credited service.

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

(f) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;

(g) A general fund member who separates from city employment prior to his or her normal retirement date after having completed at least seven 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 65 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;

(h) The member shall not be eligible to participate in the DROP;

(i) The member shall not be eligible for a COLA.

(2) Notwithstanding any other provision of the plan, members hired on or after October 1, 2011 shall contribute 9% of their compensation to the plan. Effective no later than the first day of a pay period that begins within 30 days (i.e., one month) after March 5, 2014, such members shall contribute 8% of their compensation to the plan.

(DD) *Benefits for members hired after the 2014 plan freeze.*

(1) Members hired on or after March 5, 2014 shall receive the same retirement benefits as members hired on or after October 1, 2011 but prior to March 5, 2014, except as follows:

(a) The normal retirement date shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or age 60 or older with 30 years of credited service; provided, however, that effective April 6, 2016, the normal retirement date shall be age 65 or older with seven years of credited service; age 62 or older with 25 years of credited service; or 30 years of credited service, regardless of age;

(b) The vesting period shall be seven years of credited service;

(c) Upon reaching his/her normal retirement date, a member is entitled to a normal retirement benefit of 2.5% of average final compensation for each year of credited service, up to a maximum benefit of 81% of average final compensation;

(d) Average final compensation shall be based on the highest 130 consecutive bi-weekly pay periods of the last 260 bi-weekly pay periods of credited service;

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

(f) Eligibility for non-duty disability benefits shall commence upon attaining seven years of credited service;

(g) A member who (i) separates from city employment prior to his or her normal retirement date after having completed at least seven years of credited service and (ii) does not receive a refund of contributions shall have the right to receive a service retirement benefit beginning at age 65 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;

(h) The member shall not be eligible to participate in the DROP;

(i) The member shall not be eligible for a COLA.

(2) Notwithstanding any other provision of the plan, members hired on or after March 5, 2014 shall contribute 9% of their compensation to the plan. Effective no later than the first day of a pay period that begins within 30 days (i.e., one month) after March 5, 2014, such members shall contribute 8% of their compensation to the plan.

(EE) *Planned retirement benefit; partial lump sum distribution benefit.*

(1) There is hereby created a benefit to be known as the planned retirement benefit.

(a) The planned retirement benefit, as described below, will be retroactive to October 1, 2011, and will be available to any member who was a contributing member of this plan prior to July 15, 2009 and who remained a contributing member continuously through and including March 5, 2014.

(b) In order to be eligible, a member must submit a written election, on a form created for this purpose, declaring the member's intent to participate in the planned retirement benefit at any time on or after reaching the member's normal retirement date, as defined in division (E) of this section. The form will identify the maximum number of years the member may participate in the planned retirement benefit and the member's latest employment termination date based on the maximum number of years identified.

(c) A member may terminate employment any time prior to reaching the planned retirement benefit's maximum participation period of five years.

(d) When a member who has participated in the planned retirement benefit terminates employment, the member shall elect how he/she wishes to receive the planned retirement benefit earned. The member may choose to take (i) a maximum lump sum payment that would be valued based on all of the years the employee worked after electing to participate in the planned retirement benefit; (ii) a larger final pension annuity payment (meaning a larger annuity than that earned prior to electing to participate in the planned retirement benefit) based on the years the member worked after electing to participate in the planned retirement benefit; or (iii) any combination of a lump sum payment and a pension annuity by dividing the years worked after electing to participate in the planned retirement benefit between a lump sum payment and ongoing annuity payments. Any lump sum payment must be paid out to the member at termination (i.e., it cannot be left in the pension plan).

(e) While participating in the planned retirement benefit, a member shall continue making his/her applicable employee contributions until termination of employment.

(f) Any member who has reached his/her normal retirement date and has submitted the written election form to participate in the planned retirement benefit shall maintain the right to participate in the planned retirement benefit up to the date on which the maximum period applicable to the member has been reached or employment has terminated pursuant to the terms of the planned retirement benefit as provided in this subsection, and no subsequent amendment to the pension plan may alter this right.

(g) For any member who reached his/her normal retirement date between October 1, 2011 and March 4, 2014, the time such member worked between his/her normal retirement date (on or after October 1, 2011) and the date the member submits the planned retirement benefit election form may be included in the employee's planned retirement benefit participation period, provided

the member shall not exceed the maximum period of participation set forth in division (EE)(1)(c) above.

(h) The lump sum payment, if elected, shall be calculated based upon the monthly values of the member's final pension annuity benefit determined using the member's credited service, average final compensation, and multiplier, as provided in the pension plan as of the beginning of the planned retirement benefit participation period, plus earnings on such amounts as provided in division (EE)(1)(i) below, subject to the limitations in division (EE)(1)(i) below.

(i) Investment earnings applicable to any lump sum payment shall be calculated in arrears using the net investment rate earned by the pension fund on its net assets for each month of credited service worked during the planned retirement benefit participation period and applied to the prior pension annuity balance including all prior months of credited service, including prior monthly earnings. The investment earnings shall be compounded monthly to determine the amount of investment earnings to be credited during each year of the planned retirement benefit participation period. The aggregate value of the monthly investment earnings calculations will determine the amount of investment earnings to be credited for the planned retirement benefit participation period. The investment earnings credited to said member will be net of the investment earnings retained by the pension fund per division (EE)(1)(j) below.

(j) With regard to any plan earnings calculated into the member's lump sum payment, the member will share in plan losses in those years where plan earnings are negative. In any year where plan earnings are greater than 4% (applied monthly at the rate of .327%), the next 2% (applied monthly at the rate of .165%) of plan earnings (i.e., the annual earnings between 4% and 6%) shall be excluded from the employee's lump sum payment and retained by the pension plan. When the pension plan is 80% funded, the amount of investment earnings to be thereafter retained by the plan (i.e., to be excluded from members' lump sum payments at that time) will be reduced to the first 1% (applied monthly consistently with the above) of plan earnings in the years that earnings are greater than 4%, until the plan is 90% funded, at which time no further exclusions will be taken from plan earnings in years the plan earnings exceed 4%. The above-noted exclusions from earnings shall automatically resume at the same amounts if the plan's funding drops back below 90% or 80%.

(k) If an eligible member who is participating in the planned retirement benefit dies during his/her planned retirement benefit participation period, then the member's designated beneficiary (or beneficiaries) (per division (M) above) shall make the election provided in division (EE)(1)(d) above with respect to the planned retirement benefits earned.

(2) There is hereby created a benefit to be known as the partial lump sum distribution benefit.

(a) The partial lump sum distribution benefit, as described below, will be available only to members who (i) reach their normal retirement date, as defined in division (E) of this section, on or after March 5, 2014 and (ii) do not enter the DROP plan.

(b) The partial lump sum distribution benefit is an optional form of payment of a member's retirement benefit that allows a member to receive a fixed percentage, not to exceed 25%, of the member's benefit as a lump sum payment and the balance of the member's benefit as a monthly annuity. The value of the combined lump sum and annuity benefits to which a

member is entitled will be actuarially equivaient to the value of benefits otherwise payable, so there is no cost to the plan.

(3) A member who is eligible for the planned retirement benefit may elect to participate in the planned retirement benefit or the partial lump sum distribution benefit but may not participate in both of these optional benefits.

(Ord. O-2010-30, passed 7-21-10; Am. Ord. O-2011-10, passed 4-6- 11; Am. Ord. O-2011-25, passed 9- 7-11; Am. Ord. O-2014-02, passed 3-5-14; Am. Ord. O-2016-06, passed 5-18-16; Am. Ord. O-2016- 08, passed 5-18-16)

§ 33.026 ORDINANCES IMPLEMENTED AND RATIFIED.

This subchapter 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-2010-30, passed 7-21-10)

§ 33.027 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-2010-30, passed 7-21-10)

§ 33.028 ASSETS OF PRIOR FUNDS.

(A) The assets of the Hollywood City Employee's Supplemental Retirement System (the "supplemental plan") shall be merged into the assets of this plan, subject to preservation of the rights of those employees who are currently in the 1% noncontributory portion of the supplemental plan ("1% supplemental plan") prior to the date of merger making an irrevocable election to remain in the 1% supplemental plan within 90 days of written notification to the employee by the Retirement Board of Trustees.

(B) Those employees currently in the 1% supplemental plan who enter this plan shall receive a benefit of 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 this plan. Those employees currently in the 7% contributory portion of the supplemental plan who enter this plan shall receive a benefit of 3% per year for all

years of credited service. For purposes of determining whether the transferred employee is eligible for any benefits under this plan, his or her credited service, both prior to and after the date of merger, shall be included.

(C) Members of the Employees Supplemental Retirement System shall not be eligible to participate in the Early Retirement Incentive Program (ERIP) as described in § 33.025(H)(5).

(D) Those employees currently in the 1% supplemental plan shall cease to be in said plan and shall henceforth be members of this plan; provided, however, that the benefit rate for such employees' past service shall remain at 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 this plan, his or her credited service under both the 1% supplemental plan and this plan shall be included. Except for the benefit rate and vesting rights as provided above, such employees shall be entitled to all benefits of this plan.

(Ord. O-2010-30, passed 7-21-10)

§ 33.029 COORDINATION OF PENSION BENEFITS.

In the event that a city employee transfers from another retirement plan sponsored by the city to this plan or from this plan to another retirement plan sponsored by the city, his or her pension status will be 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 this plan.

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

(1) *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 this plan. The transferred employee shall not be eligible for any other benefits from the previous plan.

(2) *Benefits payable by this plan.* For purposes of determining eligibility for retirement benefits under this 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 this 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 this 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 this plan is no longer considered an employee pursuant to this plan, 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 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:

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

(2) 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 60 days to exercise this option. He or she will be given one year to repurchase every two years of prior service.

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

(4) Upon satisfaction of these conditions, the employee will be credited with service in each plan as indicated in division (B) above.

(E) If a member of this plan transferred to the Police Officer's Retirement System or the Firefighters' Pension System and subsequently participates in the DROP plan of the Police Officer's Retirement System or the Firefighters' Pension System, any DROP benefit being held for the member in this plan may be transferred from this plan to the Police Officer's Retirement System or the Firefighters' Pension System.

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

(Ord. O-2010-30, passed 7-21-10; Am. Ord. O-2014-02, passed 3-5- 14; Am. Ord. O-2016-06, passed 5- 18-16)

§ 33.030 TAX QUALIFICATION.

(A) This plan is intended to comply with all applicable requirements for qualified governmental retirement plans in sections 401(a) and 415(b) of the Internal Revenue Code, and regulations promulgated thereunder. Upon retirement, the section 415(b) limitation will not be reduced to account for the value of the cost-of-living-adjustment provided in § 33.025(J). In determining the annual update to the section 415(b) limitation after retirement, the cost of living adjustment provided in § 33.025(J) shall not operate to increase the limitation on benefits contained in section 415(b)(1) of the Internal Revenue Code, and in no event will the amount payable to a member in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code section 415(d) and the regulations thereunder.

(B) In the event the city receives approval from the Internal Revenue Service for tax qualification of this 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-2010-30, passed 7-21-10; Am. Ord. O-2013-25, passed 12-18-13)

§ 33.031 SUBCHAPTER AMENDMENT OR REPEAL.

This subchapter, 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.

(Ord. O-2010-30, passed 7-21-10)

APPENDIX VI: Letters of Understanding

CITY of HOLLYWOOD, FLORIDA

COPY

James Carnicella
Director

(954) 921-3315

HUMAN RESOURCES DIV.
2000 MAR 23 PM 3:33

March 23, 2000

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

Dear Ralph:

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

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

Sincerely,

James E. Carnicella

James E. Carnicella

c: Department and Office Directors
Employment and Compensation Manager
Payroll

RECEIVED
MAR 24 2000
BY:

c. Carlos Garcia

CITY of HOLLYWOOD, FLORIDA

Samuel A. Finz
City Manager

January 22, 2002

(954) 921-3201

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

HUMAN RESOUCES DIV.
2002 JAN 22 PM 5:13

RE: Zabric Grievance

Dear Ralph,

The City is willing to settle the grievance filed by Mr. William Zabric in regard to Article 30 of the AFSCME Bargaining Unit Agreement issue in the following manner:

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

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

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

Sincerely,

Gail Reinfeld
Interim Director, Human
Resources & Risk Management

FOR THE CITY

Gail Reinfeld, Interim Director, Human Resources

1/22/02
Date

FOR THE UNION

RALPH DIERKS
Ralph Dierks, President, AFSCME, Local 2432

1/22/02
Date

c: Samuel A. Finz, City Manager
Whit Van Cott, Director, Public Utilities

RED 2/22/09

CITY of HOLLYWOOD, FLORIDA

Office of Human Resources and Risk Management
2600 Hollywood Blvd. • Room 206 • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3218 • www.hollywoodfl.org

February 10, 2011

Re: Letter of Understanding Regarding Methodology Used in the Calculation of DROP Account Earnings

Dear Mr. Dierks:

The purpose of this letter is to document and clarify our mutual understanding and agreement regarding the methodology used in the calculation of Deferred Retirement Option Plan ("DROP") Account earnings.

The terms of the agreement are as follows:

DROP ACCOUNT EARNINGS SHALL BE CALCULATED IN THE FOLLOWING MANNER:

a. DROP accounts shall accrue earnings at the same rate of return as the net rate of investment return on Plan assets.

b. DROP earnings shall initially be calculated and posted to the employee's DROP account balance on a quarterly basis. Quarter 1: October 1 – December 31; Quarter 2: January 1 – March 31; Quarter 3: April 1 – June 30; Quarter 4: July 1 – September 30.

Effective September 30 of each fiscal year, the DROP account's dollar earnings (positive or negative) for each quarter of the fiscal year shall be added together to determine the Annual dollar earnings, which shall then be posted to the DROP account except in the event that the Annual dollar earnings as determined above are less than zero in which case zero ($0) dollars shall be applied to the DROP account.

Attached hereto and made a part hereof is Attachment I entitled "Illustrations of the Described Method of Interest Calculation on DROP Accounts."

For those members who separate from City employment, the DROP account's dollar earnings (positive or negative) for each complete quarter of the separating fiscal year shall be added together along with earnings through the end of the quarter of separation. The dollar earnings for the incomplete quarter of separation shall be calculated utilizing the rate of return (positive or negative) of the preceding four (4) complete quarters prior to the member's separation.

Attached hereto and made a part hereof is Attachment II entitled "Illustration of Method of Interest Calculation for Members Who Separate from Employment".

Accordingly, no DROP account at the end of any fiscal year or upon separation of City employment shall have a balance less than the dollar amount it contained at the beginning of the fiscal year plus any monthly DROP payments credited/deposited into the DROP Account.

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

Sincerely,

Gail Reinfeld
Director, HR & Risk Management

Ralph Dierks
President, Local 2432 AFSCME

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.
BY: _____
CITY ATTORNEY

ATTACHMENT I: ILLUSTRATIONS OF THE DESCRIBED M[illegible]HOD OF INTEREST CALCULATION ON DROP ACCOUNTS

Scenario 1 - Positive Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	$10,000.00	($886.00)
1-Oct	$1,000	($88.60)
1-Nov	$1,000	($59.07)
1-Dec	$1,000	($29.53)
Balance	$13,000.00	
Quarter 1	-8.86%	($1,063.20)
Quarter 2		
Beginning Balance	$11,936.80	($537.16)
1-Jan	$1,000	($45.00)
1-Feb	$1,000	($30.00)
1-Mar	$1,000	($15.00)
Balance	$14,936.80	
Quarter 2	-4.50%	($627.16)
Quarter 3		
Beginning Balance	$14,309.64	$1,073.22
1-Apr	$1,000	$75.00
1-May	$1,000	$50.00
1-Jun	$1,000	$25.00
Balance	$17,309.64	
Quarter 3	7.50%	$1,223.22
Quarter 4		
Beginning Balance	$18,532.86	$1,528.96
1-Jul	$1,000	$82.50
1-Aug	$1,000	$55.00
1-Sep	$1,000	$27.50
Balance	$21,532.86	
Quarter 4	8.25%	$1,693.96
Ending Balance	$23,226.82	
"Earnings"		
Quarter 1	($1,063.20)	
Quarter 2	($627.16)	
Quarter 3	$1,223.22	
Quarter 4	$1,693.96	
Total FY2011	$1,226.82	
Balance 9/30/10	$10,000.00	
Deposits	$12,000.00	
Total "Earnings"	$1,226.82	
Balance 9/30/2011	$23,226.82	

Scenario 2 - Negative Annual ROR with Negative Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	$10,000.00	$325.00
1-Oct	$1,000	$32.50
1-Nov	$1,000	$21.67
1-Dec	$1,000	$10.83
Balance	$13,000.00	
Quarter 1	3.25%	$390.00
Quarter 2		
Beginning Balance	$13,390.00	($602.55)
1-Jan	$1,000	($45.00)
1-Feb	$1,000	($30.00)
1-Mar	$1,000	($15.00)
Balance	$16,390.00	
Quarter 2	-4.50%	($692.55)
Quarter 3		
Beginning Balance	$15,697.45	($1,177.31)
1-Apr	$1,000	($75.00)
1-May	$1,000	($50.00)
1-Jun	$1,000	($25.00)
Balance	$18,697.45	
Quarter 3	-7.50%	($1,327.31)
Quarter 4		
Beginning Balance	$17,370.14	$911.93
1-Jul	$1,000	$52.50
1-Aug	$1,000	$35.00
1-Sep	$1,000	$17.50
Balance	$20,370.14	
Quarter 4	5.25%	$1,016.93
Ending Balance	$21,387.07	
"Earnings"		
Quarter 1	$390.00	
Quarter 2	($692.55)	
Quarter 3	($1,327.31)	
Quarter 4	$1,016.93	
Total FY2011	($612.93)	
Balance 9/30/10	$10,000.00	
Deposits	$12,000.00	
Total "Earnings"	$0.00	
Balance 9/30/2011	$22,000.00	

Scenario 3 - Negative Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	$10,000.00	($1,000.00)
1-Oct	$1,000	($100.00)
1-Nov	$1,000	($66.67)
1-Dec	$1,000	($33.33)
Balance	$13,000.00	
Quarter 1	-10%	($1,200.00)
Quarter 2		
Beginning Balance	$11,800.00	($531.00)
1-Jan	$1,000	($45.00)
1-Feb	$1,000	($30.00)
1-Mar	$1,000	($15.00)
Balance	$14,800.00	
Quarter 2	-5%	($621.00)
Quarter 3		
Beginning Balance	$14,179.00	$815.29
1-Apr	$1,000	$57.50
1-May	$1,000	$38.33
1-Jun	$1,000	$19.17
Balance	$17,179.00	
Quarter 3	5.75%	$930.29
Quarter 4		
Beginning Balance	$18,109.29	$1,113.72
1-Jul	$1,000	$61.50
1-Aug	$1,000	$41.00
1-Sep	$1,000	$20.50
Balance	$21,109.29	
Quarter 4	6.15%	$1,236.72
Ending Balance	$22,346.01	
"Earnings"		
Quarter 1	($1,200.00)	
Quarter 2	($621.00)	
Quarter 3	$930.29	
Quarter 4	$1,236.72	
Total FY2011	$346.01	
Balance 9/30/10	$10,000.00	
Deposits	$12,000.00	
Total "Earnings"	$346.01	
Balance 9/30/2011	$22,346.01	

ATT `HMENT II: ILLUSTRATION OF METHOD OF INTEREST CALCU `TION FOR MEMBERS WHO SEPARATE FROM EMPLOYMENT

Scena 1 - Member who Separates from Employment on May 19 with Positive Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings	
Beginning Balance	$10,000.00	($650.73)	
1-Oct	$1,000.00	($65.07)	
1-Nov	$1,000.00	($43.38)	
1-Dec	$1,000.00	($21.69)	
Balance	$13,000.00		
Quarter 1	-6.5073%	($780.87)	
Quarter 2			
Beginning Balance	$12,219.13	$987.54	
1-Jan	$1,000.00	$80.82	
1-Feb	$1,000.00	$53.88	
1-Mar	$1,000.00	$26.94	
Balance	$15,219.13		
Quarter 2	8.0819%	$1,149.18	
Quarter 3			
Beginning Balance	$16,368.31	$174.39	*
1-Apr	$1,000.00	$10.65	*
1-May	$612.90	$2.53	*
Balance	$17,981.21		
4/1/2011-3/31/2012 ROR:	8.2315%	$187.58	
Ending Balance	$18,168.79		
"Earnings"			
Quarter 1	($780.87)		
Quarter 2	$1,149.18		
Quarter 3	$187.58		
Total FY2011	$555.89		
Balance 9/30/10	$10,000.00		
DROP Deposits	$7,612.90		
Total "Earnings"	$555.89		
Balance 5/19/2011	$18,168.79		

S. `ario 2 - Member who Separates from Employment on May 19 with Negative Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings	
Beginning Balance	$10,000.00	($650.73)	
1-Oct	$1,000.00	($65.07)	
1-Nov	$1,000.00	($43.38)	
1-Dec	$1,000.00	($21.69)	
Balance	$13,000.00		
Quarter 1	-6.5073%	($780.87)	
Quarter 2			
Beginning Balance	$12,219.13	$254.16	
1-Jan	$1,000.00	$20.80	
1-Feb	$1,000.00	$13.87	
1-Mar	$1,000.00	$6.93	
Balance	$15,219.13		
Quarter 2	2.0800%	$295.76	
Quarter 3			
Beginning Balance	$15,514.89	($244.20)	*
1-Apr	$1,000.00	($15.74)	*
1-May	$612.90	($3.74)	*
Balance	$17,127.79		
4/1/2011-3/31/2012 ROR:	-11.1146%	($263.68)	
Ending Balance	$16,864.11		
"Earnings"			
Quarter 1	($780.88)		
Quarter 2	$295.76		
Quarter 3	($263.68)		
Total FY2011	($748.79)		
Balance 9/30/10	$10,000.00		
DROP Deposits	$7,612.90		
Total "Earnings"	$0.00		
Balance 5/19/2011	$17,612.90		

* These precise earnings are calculated using a complex mathematical formula not reflected in this illustration.

GRIEVANCE SETTLEMENT

This GRIEVANCE SETTLEMENT is entered into between the CITY OF HOLLYWOOD ("City") and LOCAL 2432, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME" or "Union")

WHEREAS, there is presently a dispute between the City and Local 2432 arising out of the parties' Collective Bargaining Agreement regarding the interest to be paid on accounts of employees participating in the Deferred Retirement Option Plan ("DROP" or "Plan");

WHEREAS, the City's position is that the accounts of DROP employees are subject to losing principal based upon the investment rate of return of the City of Hollywood Employees' Retirement Fund pursuant to the parties' Collective Bargaining Agreement ("CBA");

WHEREAS, the Union's position is that the accounts of DROP employees earn interest and are not subject to losing principal based upon the investment rate of return of the City of Hollywood Employees' Retirement Fund ("Fund") pursuant to the parties' CBA;

WHEREAS, the Union filed a grievance regarding the instant dispute and the case is presently pending arbitration;

WHEREAS, the parties recognize that resolution of this grievance in a manner favorable to their respective interests cannot be reasonably predicted and that further administrative action will require the expenditure of significant funds and resources by all parties;

WHEREAS, the parties, pursuant to the CBA, are desirous of finally and amicably resolving this matter in lieu of further administrative action regarding this grievance; and

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

1. DROP account earnings shall be calculated in the following manner:

   a. DROP accounts shall accrue earnings at the same rate of return as the net rate of investment return on Plan assets.

   b. DROP earnings shall initially be calculated and posted to the employee's DROP account balance on a quarterly basis Quarter 1: October 1 – December 31; Quarter 2:

January 1- March 31; Quarter 3: April1-June 30. Quarter 4: July 1-September 30.

Effective September 30 of each fiscal year, the DROP account's dollar earnings (positive or negative) for each quarter of the fiscal year shall be added together to determine the Annual dollar earnings, which shall then be posted to the DROP account except in the event that the Annual dollar earnings as determined above are less than zero in which case zero ($0) dollars shall be applied to the DROP account.

Accordingly, no DROP account at the end of any fiscal year or upon separation of City employment shall have a balance less than the dollar amount it contained at the beginning of the fiscal year plus any monthly DROP payments credited/deposited into the DROP account.

Attached hereto and made a part hereof is Attachment I entitled "Illustrations of Described Method of Interest Calculation on DROP Account."

2. Upon execution of this Grievance Settlement, the parties agree to enter into a Letter of Understanding clarifying/reflecting the calculation of DROP Account earnings set forth in Paragraph 1, above, including the "Illustrations of the Method of Interest Calculation on DROP Account contained in said Paragraph, Paragraph 1".

3. The City agrees to pay the aggregate sum of $24,000 to employees who held non-guaranteed DROP accounts on September 30, 2008. The aggregate sum of money shall be credited/deposited to the employees DROP accounts on a proportionate basis based upon the percentage of monies in each employee's non-guaranteed DROP account on September 30, 2008 in relation to the total of DROP monies in all non-guaranteed accounts on September 30, 2008.

4 The City agrees not to seek reimbursement of any monies and to waive any rights it may possess to seek reimbursement of monies from any employee who maintained a DROP account on or after November 2008 arising out of a miscalculation of earnings from November

2008 through the date of implementation of the DROP Account earnings method set forth in Section 1, above, by the Plan Trustees.

4. The Union shall withdraw the grievance in this case with prejudice.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT.

Effective this 10th day of FEBRUARY, 2011

FOR THE CITY

Cameron Benson
City Manager

2/11/11
Date

FOR AFSCME

Ralph Dierks
President

2/11/11
Date

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

BY: _____
CITY ATTORNEY

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Beginning Balance	$14,309.64	$1,073.22
1-Apr	$1,000	$75.00
1-May	$1,000	$50.00
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1-Aug	$1,000	$55.00
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Balance	$21,532.86	
Quarter 4	8.25%	$1,693.96
Ending Balance	$23,226.82	
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Quarter 1	($1,063.20)	
Quarter 2	($627.16)	
Quarter 3	$1,223.22	
Quarter 4	$1,693.96	
Total FY2011	$1,226.82	
Balance 9/30/10	$10,000.00	
Deposits	$12,000.00	
Total "Earnings"	$1,226.82	
Balance 9/30/2011	$23,226.82	

Scenario 2 - Negative Annual ROR with Negative Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	$10,000.00	$325.00
1-Oct	$1,000	$32.50
1-Nov	$1,000	$21.67
1-Dec	$1,000	$10.83
Balance	$13,000.00	
Quarter 1	3.25%	$390.00
Quarter 2		
Beginning Balance	$13,390.00	($602.55)
1-Jan	$1,000	($45.00)
1-Feb	$1,000	($30.00)
1-Mar	$1,000	($15.00)
Balance	$16,390.00	
Quarter 2	-4.50%	($692.55)
Quarter 3		
Beginning Balance	$15,697.45	($1,177.31)
1-Apr	$1,000	($75.00)
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1-Jun	$1,000	($25.00)
Balance	$18,697.45	
Quarter 3	-7.50%	($1,327.31)
Quarter 4		
Beginning Balance	$17,370.14	$911.93
1-Jul	$1,000	$52.50
1-Aug	$1,000	$35.00
1-Sep	$1,000	$17.50
Balance	$20,370.14	
Quarter 4	5.25%	$1,016.93
Ending Balance	$21,387.07	
"Earnings"		
Quarter 1	$390.00	
Quarter 2	($692.55)	
Quarter 3	($1,327.31)	
Quarter 4	$1,016.93	
Total FY2011	($612.93)	
Balance 9/30/10	$10,000.00	
Deposits	$12,000.00	
Total "Earnings"	$0.00	
Balance 9/30/2011	$22,000.00	

Scenario 3 - Negative Annual ROR with Positive Annual Earnings

FY2011 - Quarter 1	Deposits	Earnings
Beginning Balance	$10,000.00	($1,000.00)
1-Oct	$1,000	($100.00)
1-Nov	$1,000	($66.67)
1-Dec	$1,000	($33.33)
Balance	$13,000.00	
Quarter 1	-10%	($1,200.00)
Quarter 2		
Beginning Balance	$11,800.00	($531.00)
1-Jan	$1,000	($45.00)
1-Feb	$1,000	($30.00)
1-Mar	$1,000	($15.00)
Balance	$14,800.00	
Quarter 2	-5%	($621.00)
Quarter 3		
Beginning Balance	$14,179.00	$815.29
1-Apr	$1,000	$57.50
1-May	$1,000	$38.33
1-Jun	$1,000	$19.17
Balance	$17,179.00	
Quarter 3	5.75%	$930.29
Quarter 4		
Beginning Balance	$18,109.29	$1,113.72
1-Jul	$1,000	$61.50
1-Aug	$1,000	$41.00
1-Sep	$1,000	$20.50
Balance	$21,109.29	
Quarter 4	6.15%	$1,236.72
Ending Balance	$22,346.01	
"Earnings"		
Quarter 1	($1,200.00)	
Quarter 2	($621.00)	
Quarter 3	$930.29	
Quarter 4	$1,236.72	
Total FY2011	$346.01	
Balance 9/30/10	$10,000.00	
Deposits	$12,000.00	
Total "Earnings"	$346.01	
Balance 9/30/2011	$22,346.01	

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