

**EMPLOYEE
ORGANIZATION
AGREEMENT**

between

CITY OF HOLLYWOOD

and

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Local 2432**

October 1, 1989

through

September 30, 1991

Table of Contents

	<u>Page</u>
ARTICLE 1:	RECOGNITION.....1
ARTICLE 2:	REPRESENTATION BY THE CITY.....2
ARTICLE 3:	UNION REPRESENTATION.....2
ARTICLE 4:	DISCRIMINATION.....3
ARTICLE 5:	MANAGEMENT SECURITY.....4
ARTICLE 6:	MANAGEMENT RIGHTS.....5
ARTICLE 7:	PAYROLL DEDUCTION OF DUES.....6
ARTICLE 8:	UNION BUSINESS.....7
ARTICLE 9:	UNION STEWARDS.....9
ARTICLE 10:	WAGES.....9
ARTICLE 11:	ASSIGNMENT PAY.....10
ARTICLE 12:	LEADWORKER PAY.....10
ARTICLE 13:	CERTIFICATION PAY.....11
ARTICLE 14:	WORK SCHEDULING AND OVERTIME.....11
ARTICLE 15:	LABOR-MANAGEMENT COMMITTEE.....15
ARTICLE 16:	VOLUNTARY DEMOTIONS.....17
ARTICLE 17:	PERFORMANCE REVIEW AND MERIT PAY INCREASES.....18
ARTICLE 18:	PENSION AND PENSION PLANS.....20
ARTICLE 19:	REST PERIODS.....30
ARTICLE 20:	SICK LEAVE.....30
ARTICLE 21:	VOTING TIME.....32
ARTICLE 22:	SUBCONTRACTING.....33
ARTICLE 23:	WORK UNIFORMS AND LAUNDRY.....33
ARTICLE 24:	LIFE AND HEALTH GROUP BENEFITS PLAN.....37
ARTICLE 25:	SAFETY COMMITTEE, EQUIPMENT AND APPAREL.....40
ARTICLE 26:	WORK RULES.....42
ARTICLE 27:	UNION BULLETIN BOARDS.....43
ARTICLE 28:	LAY-OFF AND RECALL.....43
ARTICLE 29:	GRIEVANCE PROCEDURE AND ARBITRATION.....44
ARTICLE 30:	SPECIAL LEAVE.....49
ARTICLE 31:	SAVINGS CLAUSE.....50
ARTICLE 32:	HOLIDAYS.....51
ARTICLE 33:	OFFICIAL DUTY USE OF PERSONAL VEHICLE.....53
ARTICLE 34:	BEREAVEMENT LEAVE.....53
ARTICLE 35:	JURY DUTY.....54
ARTICLE 36:	LONGEVITY COMPENSATION.....56
ARTICLE 37:	VACATIONS.....56
ARTICLE 38:	DISCIPLINARY ACTION.....58
ARTICLE 39:	EMERGENCY FOOD AND SUPPLIES.....60
ARTICLE 40:	SERVICES TO THE UNION.....61
ARTICLE 41:	SERVICE POINTS - CIVIL SERVICE EXAMS.....62
ARTICLE 42:	SENIORITY.....62
ARTICLE 43:	JOB TRANSFERS.....64
ARTICLE 44:	PREVAILING BENEFITS.....64
ARTICLE 45:	WORKER'S COMP/SUPPLEMENTAL COMP.....65
ARTICLE 46:	CLASSIFICATION EVALUATION AND REVISION.....66
ARTICLE 47:	DURATION OF AGREEMENT.....68

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>
ASSIGNMENT PAY	10	11
BEREAVEMENT LEAVE	53	34
CERTIFICATION PAY	11	13
CLASSIFICATION EVALUATION & REVISION	66	46
DISCIPLINARY ACTION	58	38
DISCRIMINATION	3	4
DURATION OF AGREEMENT	68	47
EMERGENCY FOOD AND SUPPLIES	60	39
GRIEVANCE PROCEDURE AND ARBITRATION	44	29
HOLIDAYS	51	32
JOB TRANSFERS	62	43
JURY DUTY	54	35
LABOR-MANAGEMENT COMMITTEE	15	15
LAY-OFF AND RECALL	43	28
LEADWORKER PAY	10	12
LIFE AND HEALTH GROUP BENEFITS PLAN	37	24
LONGEVITY COMPENSATION	56	36
MANAGEMENT RIGHTS	5	6
MANAGEMENT SECURITY	4	5
OFFICIAL DUTY USE OF PERSONAL VEHICLE	53	33
PAYROLL DEDUCTION OF DUES	6	7
PENSION AND PENSION PLANS	20	18
PERFORMANCE REVIEW AND MERIT INCREASES	18	17
PREVAILING BENEFITS	64	44
RECOGNITION	1	1
REPRESENTATION BY THE CITY	2	2
REST PERIODS	30	19
SAFETY COMMITTEE, EQUIPMENT AND APPAREL	40	25
SAVINGS CLAUSE	50	31
SENIORITY	62	42
SERVICE POINTS - CIVIL SERVICE EXAMS	62	41
SERVICES TO THE UNION	61	40
SICK LEAVE	30	20
SPECIAL LEAVE	48	30
SUBCONTRACTING	33	22
UNION BULLETIN BOARDS	43	27
UNION BUSINESS	7	8
UNION REPRESENTATION	2	3
UNION STEWARDS	9	9
VACATIONS	56	37
VOLUNTARY DEMOTIONS	17	16
VOTING TIME	32	21
WAGES	9	10
WORK RULES	42	26
WORK SCHEDULING AND OVERTIME	11	14
WORK UNIFORMS AND LAUNDRY	33	23
WORKER'S COMP/SUPPLEMENTAL COMP	65	45

INDEX TO APPENDICES

- A. PERC Certification
- B. Salary Schedule

EMPLOYEE ORGANIZATION AGREEMENT

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

ARTICLE 1: RECOGNITION

The Employer recognizes Local 2432, AFSCME, AFL-CIO as the sole and exclusive bargaining agent, with respect to wages, hours, pensions, and other conditions of employment, for all Employees in the bargaining unit, as per Certification #151 granted by the Florida Public Employees Relations Commission,

attached as Appendix "A", and as may be amended in the future by the appropriate authority of the State of Florida.

ARTICLE 2: REPRESENTATION BY THE CITY

Sec. 1: The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager. The City Manager shall have the authority to execute an Agreement on behalf of the City upon being directed by an official resolution of the City Commission. It is understood that the City representative or representatives are the official representatives of the City for the purpose of negotiating with the Union and administration of the Collective Bargaining Agreement between the parties. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight of authority in committing or in any way obligating the City.

ARTICLE 3: UNION REPRESENTATION

Sec. 1: The City recognizes and shall deal with the appropriate Union Business Agent, International Representatives and any other Union members and/or attorneys, designated by the Union President, in those matters relating to collective bargaining and administration of the Collective Bargaining Agreement between the parties. Changes of representatives shall be submitted to the City Manager, in writing, by the Union President.

ARTICLE 4: DISCRIMINATION

Sec. 1: The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this Agreement shall be applied to all Employees covered by it and that the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employee's skill and ability without regard to race, color, creed, national origin, sex or age.

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

Sec. 3: Local 2432, American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted

under State Statute 447.401 and will not represent non-members of the Union in the grievance procedure.

ARTICLE 5: MANAGEMENT SECURITY

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

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

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

Sec. 4: It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of the Article would give a rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate

injunctive relief, provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support in any manner such action and, further, that the Union has used every reasonable means to prevent or terminate such action.

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

ARTICLE 6: MANAGEMENT RIGHTS

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

practical consequences of violating the terms and conditions of employment.

ARTICLE 7: PAYROLL DEDUCTION OF DUES

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

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

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

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

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

Sec. 6: The Union will indemnify, defend and hold the City harmless against any claims made and against any suit

instituted against the City on account of any check-off of Union dues.

ARTICLE 8: UNION BUSINESS

Sec. 1: The Local Union President and/or a representative of the Local Union President shall be allowed time off work with pay to attend any and all meetings held by the City Commission or meetings with the City Administrators mutually agreed upon that relate to joint City and Union business. On all such occasions the Union President and/or representative shall give notice of any such meeting to their supervisor. Approval shall not be unreasonably withheld by any of their supervisors.

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

Sec. 3: Up to seven (7) 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.

ARTICLE 9: UNION STEWARDS

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

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

ARTICLE 10: WAGES

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

- (a) effective 10/1/89, by 3%
- (b) effective 10/1/90, by 2%
- (c) effective 4/1/91, by 1%.

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

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

ARTICLE 11: ASSIGNMENT PAY

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

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

ARTICLE 12: LEADWORKER PAY

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

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

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

ARTICLE 13: CERTIFICATION PAY

Sec. 1: Water and Wastewater Plant Operators will continue to receive a one (1) pay step differential above their

base rate of pay upon attainment of their certification (Class C license).

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

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

ARTICLE 14: WORK SCHEDULING AND OVERTIME

Sec. 1: The normal work week shall consist of forty (40) hours per week beginning with the employee's first regular shift. The normal work day shall consist of eight (8) or ten (10) hours of work in the twenty-four (24) hour period. The employer shall provide to the Union a list of all bargaining unit employees who currently work a ten (10) hour day. The current task basis system in the Sanitation Division shall continue.

Sec. 2: The employer reserves the right to designate a change in the work schedule, weeks, days, hours and shifts of its employees, however, no individual employee shall have his/her work schedule or day off schedule changed for the purpose of avoiding the payment of overtime. The employer agrees to consult with the local Union President or Vice President prior to making any such change. In addition, notice of not less than five (5)

working days shall be given to affected employees, Local President or Vice President.

Sec. 3: Work schedules and regular days off can be changed to provide manning for emergencies, sickness, vacations, terminations and any other absence even when such action would have the effect of preventing overtime and not allow five (5) working days notice to the affected employees and the Union. In these cases, the parties mentioned above will be notified as soon as practicable.

Sec. 4: The employer and the Union recognize that certain type of activities operating on a continuous basis require different treatment as to hours worked, and agree that in those instances, an eight (8) consecutive hour shift, including lunch period, may be allowed. In the Public Works Department, personnel assigned to beach maintenance will be permitted to operate in a flexible but not split shift work schedule. In the Recreation Division, program supervisors and staff will be permitted to operate in a flexible but not split shift work schedule; personnel assigned to ballfield maintenance will be permitted to operate in a flexible but not split shift work schedule for such events that occur sporadically. Employees assigned to the Police Department who are ordered to extended standby by the Court Liaison Officer, will receive one (1) hour of compensatory time at straight time, for such inconvenience. This section shall not apply if the employee is called into court during this period and callback pay is provided (Sec. 5).

Sec. 5: An employee who is called into work outside his normal work schedule will be guaranteed a minimum of three (3) hours pay at time and one-half rate regardless of the number of hours worked during the work week. This does not apply in the case of scheduled overtime, or if the call-out occurs within one (1) hour of the start of the employee's normal work schedule.

Sec. 6: Opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the overtime work required. Overtime opportunities will be accumulated on adequate records and will be available to the Union and employees. Shop Stewards will have reasonable opportunity to review such records. If an employee establishes that he has not received his fair share of overtime opportunities, such employee shall have first preference to future overtime work.

Sec. 7: Scheduling for overtime and holiday work in the Water Treatment Plant shall be assigned from a rotation list composed of qualified operators grouped by classification, provided a certified operator is on duty at all times. Qualified, certified supervisory personnel may be called upon, at the discretion of Management, for appointment to overtime or holiday work based upon the unavailability of employees with the Operator classification.

Sec. 8: By mutual agreement between the employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time may be accumulated up to forty (40) hours and is to be granted within the ninety (90) calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within forty-five (45) days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the ninety (90) calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Sec. 9: Time-and-one-half (1 ½) the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours of work in any work week. Paid holidays and paid vacation shall be considered as work performed for the purpose of counting forty (40) hours in any work week. Paid or unpaid sick leave shall not count as work performed for the purposes of counting forty (40) hours in any work week.

ARTICLE 15: LABOR-MANAGEMENT COMMITTEE

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

Police Department
Fire Department
Public Works Department
Public Utilities Department
Parks and Recreation Department

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

Sec. 2: There shall be a Labor-Management Committee to collectively represent the departments in City Hall. Said Committee shall consist of three (3) members designated by the Union and three (3) members designated by the various Department Directors of each affected Department; there shall not be more than one (1) employee designated by the Union from any one (1) Department in City Hall.

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

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

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

ARTICLE 16: VOLUNTARY DEMOTIONS

Sec. 1: Any 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.

Sec. 2: Prerequisites for such voluntary demotion:

(a) the employee must submit the request in writing to the Personnel Department and must state the title of the lower position requested, the reason(s) for the request, an acknowledgment that they understand that the demotion will

involve a reduction in pay 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 Chief Test Examiner;

(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 voluntarily demoting employee;

(d) the receiving Department Head must consent to accepting the voluntarily demoting employee;

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

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

Sec. 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 examination, and been certified as eligible for appointment (and promotion) in accordance with the classified system's regular promotional appointment procedures.

Sec. 5: The provisions of this Article shall be grievable but not arbitrable, nor shall matters of interpretation or application of these provisions be arbitrable.

ARTICLE 17: PERFORMANCE REVIEW AND MERIT PAY INCREASES

Sec. 1: Persons employed by the City after ratification by both parties of this Agreement shall serve a one (1) year probationary period ("Original Probationary Period"). Employees shall be reviewed at the end of the first six (6) months of the Original Probationary Period, and if they receive a satisfactory (or better) evaluation, they shall receive a one step merit increase. Six months after completion of an Original Probationary Period, and annually thereafter, employees shall be evaluated, and if they receive a satisfactory (or better) evaluation, they shall receive a one step merit increase. The employer shall use its best efforts to perform the evaluations for all employees under this section on a timely basis so that merit pay increases, if any, can be awarded on a timely basis. Promotional appointments shall be subject to a six (6) month probationary period.

Sec. 2: All employees covered by this Agreement shall be evaluated, at least annually, by their supervisors. Employees qualifying for merit raises (not having reached top-of-scale), shall be evaluated by their supervisor within sixty (60) days prior to the pay period in which their merit pay review date falls, following completion of their probationary period. If the

evaluation results in a satisfactory or better performance review, the employee shall receive a one (1) step merit pay increase. Such merit pay increases shall not exceed the maximum pay step indicated in the Official Pay Schedules for the particular classifications.

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

Sec. 4: Employees covered by this Agreement, whose annual performance review evaluation is less than satisfactory, but who is not eligible for a merit increase having reached the top of the wage scale, shall be counseled and re-reviewed following ninety (90) days; if upon re-review, the performance is still less than satisfactory, the employee shall be issued a written reprimand including detailed notice of his/her performance failures, and notice that performance will be re-reviewed at 90 day intervals and continued failure to achieve a satisfactory performance review will result in imposition of increasingly severe disciplinary action.

Sec. 5: The provisions of Section 4 (above) shall also apply to an employee who has not reached top-of-scale as otherwise covered under Section 3 (above)

Sec. 6: Employees who do not agree with their annual performance review evaluation may appeal to the Department Head.

ARTICLE 18: PENSION AND PENSION PLANS

Sec. 1: At the earliest possible opportunity, the City shall adopt an ordinance in a form acceptable to the City Commission, subject to approval by the electors of the City, amending Article 10, Sections 10.01(8) and (10), and creating Sections 10.04, 10.05 and 10.06 of the Charter of the City of Hollywood to provide the benefits as set forth in this Article, in addition to those already in existence.

Sec. 2: The provisions of Article 10, of the City Charter shall be amended to read as follows:

A. Sec. 10.01 Pensions and Retirement

(8) Conditions for Retirement

a) Any member in service for 25 years regardless of age or who has attained age 55 with at least ten years of credited service shall be permitted to retire at 2-1/2% of average salary for the highest three consecutive years of credited service, multiplied by the number of years of credited service. For purposes of determining an employee's pension benefit, credited service shall not include any years in which an employee was a participant in the DROP Plan.

DELETE

DELETE

DELETED

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

- i) An employee covered by the Charter Plan may enter into the DROP Plan on the earlier of the first day of any month following the employee's 55th birthday and tenth (10th) year anniversary of credited service, or the first day of any month following the completion of a total of 25 years of credited service.
- ii) An employee electing to participate in the DROP Plan must complete and execute the proper forms supplied by the Personnel Department. 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.
- iii) 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 5 years and participation will end if the employee is terminated for just cause, dies or retires.

- iv) 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 system.
- v) 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.
- vi) For the purposes of this Section, compensation and credited service shall remain as they existed on 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 allowance, shall be

paid into a deferred retirement option account.

- vii) DROP Payments shall earn interest at a rate set by the Board of Trustees and upon termination shall, at the employee's option, be made as a lump sum payment; as an annuity based on the retirement option selected by the employee; or any other method of payment approved by the Board of Trustees.
- viii) If a participant dies during the period of participation in the DROP Plan, a lump sum equal to DROP Payments plus interest 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.
- ix) If the participant terminates employment at the end of the specified period of participation, the employee shall receive a sum equal to DROP Payments plus interest, together with the regular monthly service retirement payments. If an employee becomes disabled during the

period of DROP participation and employment is terminated because of disability, the employee shall receive payment as set forth in this Section, together with any appropriate disability retirement benefit based on the salary in effect on the date the DROP participation began.

- x) The Commission by ordinance shall implement the provisions of the DROP Plan.

B. Sec. 10.01(10) Adjustment of Annuity

c) There shall be payable to a retiree, whose retirement date occurs after October 1, 1989, commencing three years after retirement benefits begin, a 2% cost of living adjustment (COLA) in retirement benefits annually. A 2% COLA shall not apply to the accumulation of benefits in a DROP Plan account.

C. Sec. 10.04 Assets Of Prior Funds

The assets of the Hollywood City Employee's Supplemental Retirement System (the "Supplemental Plan") shall be merged into the assets of the Charter Plan, and provisions will be made by ordinance for the termination of the Supplemental Plan, subject to preservation of the rights of those employees who are currently in the 1% non-contributory portion of the Supplemental Plan ("1% Supplemental Plan") making an irrevocable

election to remain in the 1% Supplemental Plan within ninety (90) days of written notification to the employee by the Retirement Board of Trustees.

The City Commission shall by ordinance amend the provisions of the Supplemental Plan to implement the provisions of Sections 10.04 and 10.05. Those employees currently in the 1% Supplemental Plan who enter the Charter 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 1% Supplemental Plan desires to increase his benefit rate for service prior to the date of merger, he shall do so at a rate and under such terms as designated by the Retirement Board of Trustees for the Charter Plan. Those employees currently in the 7% contributory portion of the Supplemental Plan who enter the Charter Plan shall receive a benefit of 2½% per year for all years of credited service. For purposes of determining whether the transferred employee is eligible for any benefits under the Charter Plan, his credited service, both prior to and after the date of merger, shall be included.

D. Sec. 10.05 Coordination of Pension Benefits

In the event that a City employee changes his job status with the City such that he is considered an employee pursuant to Article 10 of the City Charter, he may become a member of the Charter Plan subject to the following rules:

(a) "Date of Transfer" shall be the date when the change in job status occurs such that he is considered an employee pursuant to Article 10 of the City Charter.

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

(2) Benefits Payable By The Charter Plan -- For purposes of determining his eligibility for retirement benefits under the Charter Plan, the employee's credited service prior to and after the Date of Transfer shall be included. For purposes of determining the amount of benefits payable under the Charter Plan, excluding death and disability benefits, only service following the Date of Transfer shall be included. For purposes of determining the amount of any death or disability benefits payable under the Charter Plan, credited service both prior to and after the Date of Transfer shall be included.

(c) In the event that any City employee who is a member of the Charter Plan is no longer considered an employee pursuant to Article 10 of the City Charter, the rules regarding his 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 service prior to the Date of Transfer, his 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 contributions that he 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 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.

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

Sec. 3: In the event the City approves tax qualification of the Charter Plan under the provisions of Section 414(h)(2) of the Internal Revenue Code, such approval shall be implemented as soon thereafter as practicable.

ARTICLE 19: REST PERIODS

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

ARTICLE 20: SICK LEAVE

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

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

Sec. 3: Sick leave shall be allowed to accrue without limit. When employees have accumulated fifty (50) sick leave days, they shall have the option of converting the next four (4) sick leave days to vacation days. In any case, the employee's entire sick leave accumulation on January 1st shall be the deciding factor for converting sick leave days to vacation days for that calendar year. No more than four (4) sick leave days can be converted to vacation days in any calendar year.

Sec. 4: Employees terminating their employment with the City, for any cause whatsoever, prior to completing five (5) years of continuous service shall forfeit all unused sick time. Employees having completed five (5) years of continuous service will thereafter, upon permanently terminating their employment with the City be entitled to payment covering their unused sick leave, or it may be paid to the employee's estate at death, if death occurs while the employee is employed by the City; provided, however, that these provisions shall not apply if the

employee was terminated for moral turpitude, such as conduct for which a criminal charge could apply, in which case unused sick time will be forfeit. The options chosen by all covered employees in 1980 shall remain in full force and effect, except as may be modified herein.

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

ARTICLE 21: VOTING TIME

Sec. 1: In order to allow the employees an opportunity to vote in National, State, County or City elections and primaries held prior to those elections, employees covered by this Agreement who make a request to their Division Head, or Supervisor in charge of the Division, may be allowed one (1) hour off without loss of pay at the start or end of their shift, provided such time off does not result in the City having to replace such employee at overtime rates. The Division Head or Supervisor in charge of the Division shall not unreasonably deny such requests provided the conditions of this Section are met.

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

the time off granted at least two (2) working days before the election date.

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

ARTICLE 22: SUB-CONTRACTING

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

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

ARTICLE 23: WORK UNIFORMS AND LAUNDRY

Sec. 1: The Union and the City recognize the need for appropriate dress and/or uniformity of apparel among its various employees who are covered by this Agreement. To that extent, the Uniform Safety Committee is hereby created to review the color, fabric and style of uniforms worn by bargaining unit employees for safety and comfort. The Uniform Safety Committee, comprised of two (2) representatives appointed by the Union and two (2) representatives appointed by the City, shall meet in May of each year to perform the above functions and shall make suggestions to the City Manager as to change of uniform color, fabric and style in order to improve the comfort or safety of those uniforms.

Sec. 2: The City agrees that it will issue work uniforms to those employees who are required to wear uniforms; color, style and fabric of said uniforms shall be determined by the City. Employees shall be required to wear and maintain uniforms (where laundry service is not supplied). Employees terminating their employment shall be required to return such uniforms prior to receiving their final pay checks. Wearing of City supplied uniforms while engaged in non-City work or recreational activities is prohibited.

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

- (a) Public Works - Streets Maintenance
 - Maintenanceman
 - Foreman II
 - Equipment Operator
 - Laborer
 - Electrician
 - Street Light Electrician
- (b) Public Works - Forestry/Landscaping
 - Irrigation Crew
 - Nursery Crew
 - Tree Crew
 - Right-of-Way Crew - State licensed individual applying chemicals and any subordinate personnel who apply the chemicals only; standard issue uniforms without laundry service for balance of crew.
- (c) Public Works - Property Maintenance
 - Refrigeration Mechanic
 - Plumber
- (d) Public Works - Garages: Central, Police, Fire
 - Chief Mechanic
 - Automotive Mechanic
 - Automotive Serviceman
- (e) Police Department
 - Detention Officers
 - I.D. Technicians

(f) Public Utilities¹

Water Plant Personnel

Water Distribution Personnel

Sewer Collection Personnel

Sewer Plant Personnel

Sanitation Garage Personnel

(g) Parks and Recreation Department
Maintenance Personnel at Orangebook Golf
Course including Auto Mechanic and Auto
Serviceman

Sec. 4:

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

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

<u>Quantity</u>		<u>Item Description</u>
<u>Inside Personnel</u>	<u>Outside Personnel</u>	
2 each	3 each	Short sleeve shirts
1 each	2 each	Trousers
	1 each	Baseball Type Cap

1/ excluding clerical and office persons

Any other uniform replacements will be determined on an individual-by-individual basis.

(c) Community Service officers who are assigned to road patrol will be furnished personal storage lockers:

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

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

Sec. 5: Asphalt crew employees in the Public Works Department shall receive work shoes supplied by the City. Work shoes for asphalt crew employees shall be replaced when worn out or damaged as shall be determined in the sole discretion of the City.

ARTICLE 24: LIFE AND HEALTH GROUP BENEFITS PLAN

Sec. 1:

The current levels of health insurance benefits shall remain in effect without change through September 30, 1991.

Sec. 2: The City shall provide a dental insurance plan for its regular full-time employees and such dependents

meeting eligibility requirements thereof at a total cost not to exceed \$16.00 per employee per month. Any premium requirements in excess of \$16.00 per employee per month will be borne by the participating employee.

Sec. 3: Upon retirement, members shall have the option of continuing under the City's health insurance plan under the same terms and conditions as if they were still active employees, except that they shall pay for dependent coverage for eligible dependents. The provisions of this section shall not apply to any employee who retired for any reason prior to April 1, 1988.

Sec. 4: The City shall continue to provide a term life insurance policy in the face amount of \$15,000.00 with double indemnity provision, for each employee; said term shall be for the term of active employment of the employee and shall cease upon the employee's termination of service for any reason. There shall be no optional dependent life insurance coverage provided.

ARTICLE 25: SAFETY COMMITTEE, EQUIPMENT AND APPAREL

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

Sec. 2: The Employer agrees to institute safety inspection programs on a semi-annual basis on all aerial vehicles. These inspections are to be made by qualified personnel. If any safety equipment or apparel is required by the City in any work area, such equipment or apparel shall be furnished by the City at no cost to the Employees. Failure of Employees to wear said furnished apparel or to use said furnished equipment, may result in disciplinary action. If any agency other than the City of Hollywood requires wearing or use of safety equipment or apparel, the parties will negotiate the cost.

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

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

Sec. 5: Sanitation Collectors shall receive two (2) pair each year of the hard-soled work shoes as required by the

City at no cost to the employees; Sanitation Drivers shall continue to receive one (1) pair each year of these shoes.

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

Sec. 7: The City shall provide sun-screen lotions to all outdoor City employees. The City will provide an allowance of twenty five dollars (\$25.00) annually to full-time Marine Safety Officers for the acquisition of sunglasses; The City will also provide a changing facility for Beach Safety personnel and protective covers/awnings for the lifeguard chairs.

Sec. 8: The City shall undertake to have the First Aid Stations and the Lifeguard Towers outfitted with lightning protection equipment.

ARTICLE 26: WORK RULES

Sec. 1: The City agrees to meet and consult with the Union whenever it proposes to institute or modify any written work rules ("Rules and Regulations") affecting employees covered by this Agreement. Operational procedures are not considered work rules.

Sec. 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 new employee in writing will acknowledge receipt of the Rules and Regulations and will be held accountable for compliance therewith.

Sec. 3: There shall be a single set of Rules and Regulations applicable to all employees of the City. This shall not prohibit any department from adopting operational procedures specific to the needs of that department. In the event of a conflict between operational procedures and the single set of Rules and Regulations, the single Rules and Regulations will control.

ARTICLE 27: UNION BULLETIN BOARDS

Sec. 1: The Employer will make available to the Union a minimum of twenty (20) 2' x 2' Bulletin Boards to be used for the posting of Union Notices and other Union information. The Union and Management will agree upon the location of said boards. However, such bulletin boards will not be placed in areas readily accessible to the general public.

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

ARTICLE 28: LAY-OFF AND RECALL

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

Sec. 2: Seniority lists shall be established for each class of position affected by a reduction in force. All employees occupying positions in the affected class shall be placed on

a seniority list according to the number of consecutive years service with the City. As each position is abolished, the employee lowest on the seniority list for that class of position shall be removed from employment in the class.

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

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

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

Sec. 6: All employees affected by lay-off, demotion or transfer under this section shall be returned to the class position held prior to such action as vacancies occur in the class, in order of standing on the appropriate seniority list.

Sec. 7: Any employee, whose name is listed on a recall list as a result of a reduction in force, who refuses a

recall for any reason, will have his name stricken from said list and will have no further right to recall.

ARTICLE 29: GRIEVANCE PROCEDURE AND ARBITRATION

Sec. 1: Any grievance, defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement, shall systematically follow the steps outlined below as the Grievance procedure. Any grievance filed shall set forth the facts pertaining to the alleged violations, and such grievance shall be limited to the application and interpretation of this Agreement. A grievance must be communicated to the Employer in writing by the Employee or the Union within ten (10) working days from the events giving rise to the grievance or as soon as might reasonably be known to exist, otherwise it is deemed to be waived.

Sec. 2:

Step 1:

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

working days from the date the grievance was presented to him.

Step 2.

If the grievance is not settled at the first step, and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Department Head, within three (3) working days. The Department Head or his designee shall within five (5) working days following receipt of the written grievance conduct a meeting between himself, his designee, the Union Steward, or Union representative at a time mutually agreeable to both parties. The Department Head, or his designee shall notify the Union in writing of his decision not later than five (5) working days following the meeting date.

Step 3.

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

unless this period is extended by mutual agreement in writing.

Step 4.

If the grievance is not settled at Step 3 above, the grievance shall be submitted within ten (10) working days, to arbitration under the rules of the American Arbitration Association, and the award of the arbitrator shall be final and binding on both parties. The City and the Union shall attempt to mutually agree in writing as to a joint statement of the grievance prior to submission.

Sec. 3: RULES FOR GRIEVANCE PROCESSING:

It is agreed -

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

(b) Time limit at any state of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

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

(d) When a written grievance is presented, the Employer's representative shall acknowledge receipt of it and the date thereof in writing.

(e) A grievance not advance to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the Employee to proceed to the next step.

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

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

ARTICLE 30: SPECIAL LEAVE

Sec. 1: An employee who incurs a temporary medically disabling condition, not attributable to work, may, upon written request, be granted an unpaid leave of absence. The initial period of absence shall not exceed four (4) months. Upon further written request, the Department Head may extend such leave up to an additional eight (8) months. The total combined leave of

absence 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. In the case of a leave of absence of four (4) months or less, the employee shall be entitled to return to the same position (work station, department, section or unit) as previously occupied.

Sec. 2: The temporary disability of pregnancy shall be treated in the same manner as any other temporary medical disability. The term "pregnancy" as used in this article shall refer to the actual period of gestation together with such post-partum leave, including time for lactating mothers, as the employee's treating physician shall determine.

Sec. 3: The length of time that the employee is on an approved disability leave of absence may not be charged to any accrued paid leaves.

Sec. 4: During said leave, the employee shall not accrue vacation or sick leave or be entitled to any other benefits of employment other than health and life insurance as set forth in Article 24. Employee's sick and vacation leave balances earned and unused at the start of the disability leave shall remain frozen, to be resumed upon the employee's return to duty. Additionally, seniority will continue to accrue as if the employee remained in full duty status.

Sec. 5: An employee who incurs such a temporary medically disabling condition during a probationary period and is granted an unpaid leave of absence as indicated above, shall have

and effect. The parties will sit to renegotiate a replacement provision.

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

Sec. 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 meet to negotiate a replacement provision. The effect of the provision or the application thereof will be stayed pending the agreement on the replacement provision.

ARTICLE 32: HOLIDAYS

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

New Year's Day

Martin Luther King Jr.'s Birthday

George Washington's Birthday (President's Day)

Memorial Day

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

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

Christmas Day

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

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.

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

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

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

request for a particular day. In any event, subject personnel will receive two (2) floating holidays off each contract year.

Sec. 5: In accordance with standing procedure, an employee must be in pay status on his workday immediately preceding and immediately following the holiday to be eligible to be paid for the holiday.

Sec. 6: In the Sanitation Division, garbage collection employees will observe the following holidays, as scheduled, as a day off:

Martin Luther King Jr.'s Birthday

Christmas Day

Employee's Birthday

These employees will work on all other holidays in accordance with current practice. In the event Broward County closes the County landfill on any other holiday that is an observed holiday of the City of Hollywood, then those scheduled holidays may also be observed as a day off.

ARTICLE 33: OFFICIAL DUTY USE OF PERSONAL VEHICLE

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

Sec. 2: If the mileage allowance as authorized by State Statute (F.S. 112.061) is changed from the current

twenty-one (.21) cents per mile, this contract allowance (Sec. 1 above) shall be automatically adjusted to equal the State authorized allowance.

ARTICLE 34: BEREAVEMENT LEAVE

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

Sec. 2: An employee eligible for bereavement leave pursuant to Section 1 of this Article which resulted from a death which occurred, or a funeral which is being held, outside of the State of Florida may apply to the City Manager for an additional two (2) days of bereavement leave (total of five). The City Manager's decision granting or denying the additional two (2) days of bereavement leave shall be final and not subject to arbitration.

ARTICLE 35: JURY DUTY

Sec. 1: Any employee lawfully summoned for Jury Duty shall present the summons to his supervisor on the first work day next following receipt of same. The supervisor shall note the dates of reporting and shall schedule the employee for official jury leave for the period concerned.

Sec. 2: Upon reporting to the Courts for said Jury Duty, the employee will present a form to the Court Clerk for recording his attendance; the necessary form is to be obtained by the supervisor for the employee from the Personnel Department in advance of reporting. The Court Clerk will return the completed form to the Personnel Department. The form will include tear-off receipts to show it has been received by the Court.

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

Sec. 4: The City reserves the right to request from the proper authorities that the employee be excused from Jury

Duty, when in the judgment of the City, their services are necessary to the City.

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

Sec. 6: The provisions of this Article shall apply when an employee who is scheduled to work is subpoenaed as a witness for the City in the Federal, Circuit or Civil Courts. In these circumstances, if an employee is off-duty, call-out rate shall apply.

ARTICLE 36: LONGEVITY COMPENSATION

Sec. 1: Employees with ten (10) years and fifteen (15) years of continuous service with the City shall receive additional compensation. For employees with ten (10) years of continuous service, this shall be five percent (5%) above the standard base pay as provided in the pay plan. For employees with fifteen (15) years of continuous service, this shall be an additional five percent (5%) given for ten (10) years of service (as enumerated above) of the standard base pay as provided in the pay plan. Standard base pay shall be construed to be the (A) through (G) steps as indicated in the pay plan for a particular pay grade, without regard to actual compensation received by the member.

ARTICLE 37: VACATIONS

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

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

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

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

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

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

Sec. 5: Employees who, in the previous calendar year, have no written report of discourtesy to the public in their

record and who have not been involved in a preventable accident in the previous calendar year shall receive one (1) additional day of vacation. Holidays occurring within a vacation may be added to the vacation.

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

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

ARTICLE 38: DISCIPLINARY ACTION

Sec. 1: It is agreed that the most effective means of maintaining discipline is through the promotion of cooperation and sustained good working relationships. In those cases where specific corrective action becomes necessary, the disciplinary measures taken shall be for just cause and shall be progressive;

reference to the allegations will be removed from the Employee's personnel file, if permitted by Florida Public Records Law.

ARTICLE 39: EMERGENCY FOOD AND SUPPLIES

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

(a) is held over more than 3 hours beyond his regularly scheduled shift without a break, and is not permitted to leave the work site to obtain food; or

(b) is called back after having completed his normal work day, with less than 3 hours intervening.

ARTICLE 40: SERVICES TO THE UNION

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

City Commission Meeting Agendas

City Commission Meeting Minutes

Proposed and Final Budget

Civil Service Board Agendas and Minutes

Civil Service Examination Announcements

Civil Service Certified Eligibility Lists

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

Semi-annual list of all employees in the Bargaining Unit, including classification, date of hire, and departmental assignment; home address, zip code, and home telephone number will be

provided in the months of April and October, each year.

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

General Employees' Pension Board Agendas, Minutes and Quarterly Reports.

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

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

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

ARTICLE 41: SERVICE POINTS - CIVIL SERVICE EXAMS

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

ARTICLE 42: SENIORITY

Sec. 1: DEFINITION

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

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

(c) An employee's continuous service record shall be broken by voluntary resignation, lay-off, discharge for just cause and retirement. If an employee returns to work for the City in any capacity within five (5) years of date of leaving, his/her seniority date will be adjusted by the length of absence.

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

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

Sec. 2: USE OF SENIORITY

Seniority will be given due consideration, along with operational needs, in making work assignments and shift assignment. Seniority will also be used as provided in

Article 14, Work Week and Overtime, Article 28, Lay-Off and Recall, and Article 37, Vacations.

ARTICLE 43: JOB TRANSFERS

Sec. 1: Seniority will be given due consideration for the job transfers between divisions and departments for the same job classification. If the request to transfer is between departments, and is rejected by the receiving Department Head, it shall be in writing and the reason stated. The use of seniority in job transfers shall be grievable but not arbitrable, nor shall matters of interpretation or application of this Article be arbitrable.

ARTICLE 44: PREVAILING BENEFITS

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

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

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

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

ARTICLE 45: WORKER'S COMP/SUPPLEMENTAL COMP

Sec. 1: Upon an on-the-job injury, until the employee reaches entitlement for worker's compensation payment, he shall receive supplemental compensation.

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

Sec. 3: This supplemental benefit may be extended beyond the six (6) weeks allowed in Sec. 1 hereof by the City Manager or his designee, in exceptional cases and only upon recommendation of the Department Head, and such decision shall be final.

Sec. 4: In the event worker's compensation is denied and the claim controverted, then such time paid as supplemental compensation shall be charged to the employee's accrued sick leave account (or accrued vacation leave if sick leave is insufficient to cover the period).

ARTICLE 46: CLASSIFICATION EVALUATION AND REVISION

Sec. 1: It is the sole responsibility of the City to determine the job content, qualification requirements, duties, and the relative significance to the City's operation of each job within the bargaining unit. Whenever there is a proposed change in the job description or title of a class within the bargaining unit, the City will discuss the proposed change with the Union at least twenty (20) calendar days prior to implementation of such change; copies of the changed specifications will be furnished to the Union prior to the discussion(s).

Sec. 2: A request for study of an individual position may be initiated by an employee, if the employee believes that the position has changed so substantially as to warrant an evaluation and revision of the classification title and/or specifications. Such request shall first be submitted to the employee's Department Head for review and comment and then forwarded to the Personnel Department for internal study and review; the request shall contain specifics and detail in support thereof. Failure to provide such back-up material shall cause the request to be automatically rejected.

Sec. 3: A request for study of an individual position may be initiated by the Department Head, if the Department Head believes that the position has changed so substantially as to warrant an evaluation and revision of the classification title and/or specifications. Such request shall first be discussed with the concerned employee, for comment, and then forwarded to the Personnel Department for internal study and review; the request shall contain specifics and detail in support thereof. Failure to provide such back-up material shall cause the request to be automatically rejected.

Sec. 4: Requests for study of an individual position as outlined in Sections 2 or 3 above, shall be forwarded to Personnel not later than January 31 of the calendar year. The Personnel Department shall report its findings and recommendations within sixty (60) days of its receipt of the request, to the City Manager with copies to the Department Head and the employee. Any changes recommended, and approved by the City Manager, will be effected at the start of the following fiscal year (October 1).

Sec. 5: The provisions of this article shall not be applicable to requests for changes of pay grade only for current classifications; but shall not preclude same.