

R-2009-246
7-15-2009

**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, 2008

through

September 30, 2011

Re
7/20/09

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ARTICLE 1 - RECOGNITION

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

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

Section 3: The parties agree that if 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.

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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.

Section 4: The parties, their officers and representatives at all levels, are bound to observe the provisions of this Agreement and Chapter 447.

ARTICLE 3 - DISCRIMINATION

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

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ARTICLE 4 - PAYROLL DEDUCTION OF DUES

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

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

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

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

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

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

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ARTICLE 5 - UNION BUSINESS

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

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

Section 3: Up to four (4) persons designated as part of the Union bargaining team shall be permitted to attend negotiations without loss of pay provided that the negotiation sessions occur during the employee's regular working hours. The Union will make a reasonable attempt not to have more than two (2) members from the same classification in the same work unit as members of the Union negotiating team. However, this does not apply to elected union officials that are members of the team.

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ARTICLE 6 - 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.

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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.

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disabled prior to July 1, 1999.

(c) shall apply prospectively and shall not apply to any member injured or placed at the discretion of the Human Resources Director. This subsection be considered without going through the Civil Service process and will be employees will have preference for future City position vacancies and will shall receive the identical rate of pay and benefit level while working. These a position which the employee is capable and qualified to perform. He/she related disability pension. The vacancy will be in the classified system and position within the organization before the employee is considered for work may create modified duty positions and/or offer an employee any vacant is otherwise disabled from performing his/her regular duties then the City When an employee has reached Maximum Medical Improvement (MMI) or

bargaining agreement shall be included as members of the pension plan.

time temporary and grant employees covered by the collective provided the member has not received a withdrawal benefit. All full- amount earned and accrued at the date of withdrawal from service, allowance beginning upon attainment of the age of fifty-five (55) years in an years of service shall have the right to receive a service retirement age, who withdraws from service after having completed at least five (5)

(b) Vesting. Any member who was hired prior to July 15, 2009, irrespective of shall be fifty-five (55) years of age.

(a) Any employee or official who is employed by the City on a permanent, non- contract basis on or after September 30, 1958 shall become a member after six (6) months of service for the City. The normal retirement age

incorporated into the attached Appendix D.

Sec. 2: The following provisions have been agreed upon and shall be

incorporated into this Agreement in Appendix "D".

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

ARTICLE 8 - PENSION AND PENSION PLAN

- (d) The Human Resources Director will make the final determination regarding the ability of an employee to perform his/her regular job duties and that determination will be based on the available medical information. Upon total and permanent disability of a member by reason of injuries sustained while in the performance of an act of duty as an active employee of the City, resulting in the inability of the member to perform the specific duties of his position in the service of the City, and upon no other job being available for that member, such member shall be entitled to a disability retirement annuity equal to seventy-five percent (75%) of his/her salary from the date of injury.
- (e) The employee (retiree) receiving a work-related disability pension will have the monthly pension amount offset by any other employment income, excluding social security or workers' compensation. Retirees receiving a non-duty disability pension shall not have the monthly pension offset as of June 1, 2001. It is the duty of the employee (retiree) to notify the City Pension Board of any other earned income on April 15th of each year and submit a copy of his/her Federal Income Tax Return first page. This subsection (e) shall apply prospectively and shall not apply to any member injured or disabled prior to July 1, 1999.
- (f) All active permanent, full-time supervisory employees and all retirees in the Contributory Pension Plan will be considered members of the Plan.
- (g) Any future changes and/or amendments to the Plan will require an affirmative vote of 50% plus one of the total number of Union members in the Plan and a five-sevenths (5/7) affirmative vote by the City Commission.
- (h) The Pension Board shall consist of seven (7) members. One member shall be elected by the Retirees (to serve the same terms as other members) and shall be a retiree. One additional member shall be appointed from the group not presently covered by a Collective Bargaining Unit. This employee member shall have some accounting or investment experience and be appointed by the City Manager.

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- (i) The Pension Plan shall provide a Pension Administrator to be available to members during work hours. The Pension Administrator shall be appointed by the City Manager with the approval of a majority of the Pension Board. Remuneration and other expenses related to the Pension Administrator shall be paid through the City.
- (j) Employees hired prior to July 15, 2009, shall vest after five (5) years of service and shall receive the appropriate pension annuity as set forth in Article 10, Section 10.01 (a), (b), (c), & (d) of the City Charter. Employees who have vested, but who have less than ten (10) years of service, are not eligible for the DROP Plan.
- (k) Retirees who retired prior to October 1, 1989 shall receive a 2% COLA, effective October 1, 1999 and thereafter shall receive additional COLA in accordance with Article 10, Section 10.01 (10)(c) of the City Charter.
- (l) Employees who have retired from the General Employees Pension shall not be eligible for another pension from this fund. The above provisions are in conjunction with the April 26, 1997 Letter of Understanding contained in the previous (October 1, 1996 through September 30, 1999) collective bargaining agreement and shall be effective July 1, 1999.
- (m) The Pension Board will hire a Pension Administrator, paid by the Pension Fund.
- (n) The City will hire an Attorney experienced in Pension Administration, paid by the Pension Fund.
- (o) All current employees with prior City service not credited to the Pension Plan (e.g. service time in the 1% non-contributory plan; Grant, CETA, BETA or Temporary employment that leads to permanent service, etc...) shall be eligible to buy-back all full time City service. Those employees who have CETA, BETA or Temporary service are only eligible to buy back this time if they are current members of the plan at the time of the buy back. The buy back for this time shall be made in one or more of the following manners:
 (1) Cash/Lump sum (not mandatory)

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

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

- (1) 7% contribution per each year of service at the rate paid for each of those years.
 - (2) Buy back fee of 4% for the total balance due will be added to members making a cash/lump sum payment.
 - (3) Buy back fee of 4% plus 6.5% will be added to any unpaid balances.
- (p) Effective October 1, 2002 and beginning on their hire date, all employees must contribute to the Plan 7% of their covered salary. This amount is made tax-deferred. All employees hired prior to September 19, 2000, shall be given credit for their first six-(6) months of service. For employees hired prior to July 15, 2009, the employee contribution rate shall increase to eight percent (8%) on October 1, 2009, and nine percent (9%) on October 1, 2010.
- (q) In the event that an employee leaves service before vesting, they or their beneficiaries shall receive the employee's contributions plus 4% simple interest.
- (r) To qualify for a Non-duty related disability an employee must be vested. Employees shall receive a pension benefit equal to their accrued benefit, but not less than 20% of their average monthly salary at time of disability.
- (s) Employees who qualify for a Duty and Non-duty related disability will receive a pension benefit payable until his/her death or recovery. An employee may select to have this pension benefit paid under the "Joint and Equal" or "Joint and Half" optional forms of payment.
- (t) Employees who have received a Duty or Non-Duty disability shall have periodic investigations and medical examinations, scheduled as deemed

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- (u) For an employee member to qualify to serve and be elected to the Pension Board, he/she must have at least six (6) years of credited service. Employee Board Members must attend two (2) pension-related seminars within the first year of election to the Pension Board. The Plan shall pay for all costs related to these seminars.
- (v) A Retiree may change his/her survivor from one person to another at any time and have his/her pension benefit adjusted accordingly.
- (w) When an employee who is vested dies before retirement, his/her designated beneficiary(ies) under the fund shall have the option of receiving the member's contribution to the Fund plus 4% simple interest, or benefit payments until death equal to the benefit payments the deceased member would have received had he/she retired on the day of his/her death and selected a "Joint & Equal" annuity option.
- (x) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.
- (y) Employees may select one (1) single or multiple beneficiaries/survivors. In the case where multiple beneficiaries/survivors are selected, the age of the youngest beneficiary will be used in the calculation of benefits.
- (z) For "retirement" benefits calculations for employees hired prior to July 15, 2009, lump sum payments for unused leave (except for sick leave which will be calculated as shown in paragraph aa and vacation time which may be limited pursuant to Section 4(a)(2)) will be included in the employee's highest three years of salary (just like it is calculated in the DROP calculations) prospectively.
- (aa) For "retirement" benefits calculations and DROP calculations made for employees hired prior to July 15, 2009, the amount of sick leave included in the employee's highest three years of salary shall be capped at the balance accrued as of October 1, 2002. This includes the 100% cap as of October

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

- (bb) Work-related disability pension and any worker's compensation benefit cannot exceed 100% of salary at time of retirement. The retiree will receive health care benefits for himself/herself and dependent coverage at no cost.
- (cc) The actuarial assumption rate shall not be changed without the approval of the City.
- (dd) There shall be payable to eligible persons a supplemental pension distribution for each fiscal year in which the actual rate of investment return earned on fund assets exceeds the assumed rate of investment return on fund. The total amount of the supplemental pension distribution for a particular fiscal year shall be equal to the actuarial present value of future retirement benefits multiplied by the excess (not to exceed 2%) of the actual rate of investment return over the sum of the assumed rate of investment return plus 4.5%.

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

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

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

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

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

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

- (a) DROP payments shall earn interest at the net investment earnings.
- (b) DROP participants shall not be eligible for promotion.
- (c) DROP participants must sign an irrevocable decision on or before entering the DROP to separate from the City at the conclusion of their DROP participation.
- (d) DROP participants are not eligible for the one-time lump sum bonuses as set forth Article 26, Sections 2 and 3.
- (e) DROP participants are not eligible to participate in the City's Sick Leave Pool.
- (f) All other provisions of the contract shall apply, except as otherwise stated in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Subject to similar changes being ratified in the police and fire union labor agreements, the coordination of benefits section shall be changed prospectively so that it

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will be discontinued for any city employee who becomes a member of the police or fire pension plans after July 15, 2009. Prior city employees who have already become members of the police or fire pension plans shall not be affected by this change.

ARTICLE 9 - SEVERABILITY

Section 1: It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of the Agreement.

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

paygrade lose all recall rights.
Section 5: Employees refusing recall to their originally held class title and title with a lower paygrade.

two opportunities are declined, the employee shall have no further right to recall to a class given the option of choosing the one equal to or closest to his/her former pay grade. If all reasonably qualified. If there is more than one position available, the employee shall be rehired to a class title with a lower paygrade for a position for which the employee is appointment to a position with a lower paygrade, will have up to two opportunities to be Section 4: Any employee, whose name is listed on a recall list, who refuses vacancies in the class title from which they were laid-off.

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

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

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

ARTICLE 10 - LAYOFF AND 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: The City will provide the Union with the entire City recall list, bi-annually. The list will include dates of hire, dates of lay-off, classification(s) the laid off employee previously held and the name of the Department, Division or Office in which the employee worked on the date of the lay-off.

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

employment for any reason shall receive a payment equal to the product of their final employees shall be referred to as "existing hours". Any employee separating in full force and effect. Sick hours accrued and unused before October 1, 1994 by those Section 4: The options chosen by all covered employees in 1980 shall remain work related catastrophic or long-term illnesses or injuries.

eligible employees to participate in extended sick leave benefits for cases involving non-accumulation of ninety-six (96) hours of sick and/or vacation leave. This program entitles Program upon the completion of one (1) year of employment and with a minimum B. Supervisory employees may participate in the City's Sick Leave Pool September 30th, any unused, converted vacation leave shall revert back to sick leave.

Department Head within the first work week following October 1st of each fiscal year. On forty (40) hours of sick leave to vacation leave must be made to the employee's forty (40) hours of accrued sick leave days to vacation days. Requests to convert the next of October 1st of any Fiscal Year, he or she shall have the option of converting the next A. If an employee has accumulated four hundred (400) hours of sick leave as follows:

Section 3: Alternative uses of sick leave, for reasons other than illness, are as of his/her household, unless the employee is hospitalized, or under doctor's care.

Section 2: Notification shall be made by the employee or a responsible member the same manner as permanent employees.

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

ARTICLE 11 - SICK LEAVE

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

<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service	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%

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.

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ARTICLE 12 - WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

Section 1: An employee, on becoming eligible for workers' compensation benefits due to a job related injury or illness, shall receive supplemental compensation from the City for a period of up to thirteen (13) weeks. Such supplemental compensation shall be the difference between the employee's regular bi-weekly salary and the amount of workers' compensation benefit. 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 regular pay for up to an additional thirteen (13) weeks. The period of supplemental compensation pay may not exceed twenty-six (26) weeks from the date of injury or illness.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

Step 1: The Union shall present in writing the grievance to the Department Director or his/her designee. The grievance will be dated and signed 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 Depart-

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

(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.

(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.

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

Sec. 4: Rules for Grievances and Arbitration processing:

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

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 seven (7) calendar days following the meeting date, give the decision to the Union in writing, with a copy to the aggrieved

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

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

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

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

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

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

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

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

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ARTICLE 14 - BEREAVEMENT LEAVE

Sec. 1: In the event of death in the immediate family, an Employee shall be

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

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

ARTICLE 15 - PROBATIONARY PERIOD

Section 1: Any new employee shall be regarded as a probationary employee for the first six (6) months (182 days). During such period such employees whose evaluations are rated "unsatisfactory" may be laid off or discharged or disciplined as exclusively determined by the City. No such probationary employee will be entitled to access the grievance procedure.

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

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ARTICLE 16 - 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 attached hereto.

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

ARTICLE 17 - LIFE AND HEALTH GROUP BENEFITS PLAN

Section 1: The current levels of health insurance benefits shall remain in effect without change unless otherwise mutually agreed to by the Parties. The employer shall provide group health coverage for regular, full time employees, and dependents (dependents to include domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), subject to the following conditions.

Section 2: 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:

Beginning October 1, 2008:

Employee coverage = \$40.00 bi-weekly

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

Employee + Family coverage = \$75.00 bi-weekly

Beginning October 1, 2009:

Employee coverage = \$45.00 bi-weekly

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

Employee + Family coverage = \$80.00 bi-weekly

Beginning October 1, 2010:

Employee coverage = \$50.00 bi-weekly

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

Employee + Family coverage = \$85.00 bi-weekly

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

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will be at a total cost not to exceed \$19.00 per employee per month. Any premium requirements in excess of \$19.00 per employee per month will be borne by the participating employee.

Section 3:

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

(d) 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

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receiving duty disability will receive health insurance for themselves and eligible dependents at no cost. Employees receiving non-duty disability will receive health insurance for themselves and eligible dependents at no cost provided they have ten (10) years of credited service prior to retirement.

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

Section 4: 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 5: 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 6: Each employee shall have the option of undergoing an annual comprehensive medical examination, costs of which shall be borne by the City.

ARTICLE 18 - SPECIAL LEAVE

Section 1: An employee who incurs a temporary medically disabling condition, not attributable to his/her job, may upon written request be granted an unpaid leave of absence. The initial period for said leave of absence shall not exceed six (6) months. Upon further written request, the City Manager or designee may extend such leave up to an additional six (6) months. The total combined leave of absence shall not exceed twelve (12) months. Upon return, the employee shall provide a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty.

Section 2: The temporary disability of pregnancy shall be treated in the same manner as any other temporary medical disability.

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

Section 4: During said leave, the Supervisory employee shall not accrue vacation or sick leave but shall be bound by all prevailing contract language. 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.

Section 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 his/her probation suspended at that point. Upon the return to work, the probationary period shall resume so that the appropriate total duration in spent in a probationary status.

Section 6: Any employee requiring a leave of absence (paid or unpaid) shall be eligible for such leave in accordance with the Family Medical Leave Act. At the sole discretion of the City the leave time may be extended if appropriate circumstances warrant an extension.

Section 7: The City and Union agree to modify this article to incorporate the mandatory provisions of the Family Medical Leave Act.

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ARTICLE 19 - 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.

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ARTICLE 20 - JURY DUTY

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

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

Section 3: The employee shall be paid his/her regular day's wage for each day served on Jury Duty, as for a normally scheduled workday. If the employee is excused in advance by the Court, for any full day during the service period, he/she shall report for his/her normal workday to perform his/her regular and usual duties. The employee shall sign over to the City all fees received from the Court for his/her jury service less any amounts paid as mileage or meal allowances. Payment of regular salary for Jury Duty shall continue for the full duration of obligation.

Section 4: The City reserves the right to request from the proper authorities that the employee be excused from Jury Duty, when in the judgment of the City, his/her services are necessary to the City.

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

Section 6: The provisions of this Article shall apply when an employee who is scheduled to work is subpoenaed as a witness for the City in any judicial/administrative forum.

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ARTICLE 21 - 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 seven (7) calendar day period and will not be arbitrarily or capriciously denied.

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

Article 21, Vacations.

(a) Seniority will be used as provided in Article 10, Lay-Off and Recall, and

Section 2: USE OF SENIORITY

does not constitute a break in continuous service.

(e) There shall be no deduction from continuous service for any time lost which

had a break in service.

(d) Employees on approved leaves of absence shall not be considered to have

indicated above.

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

his/her date of hire.

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

continuous service as a full-time employee with the City beginning with the date of hire. 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 (a) Seniority as used herein is defined as the right accruing to employees

Section 1: DEFINITION

ARTICLE 22 - SENIORITY

ARTICLE 23 - EDUCATIONAL REIMBURSEMENT PROGRAM

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

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

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

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

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

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

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

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

(g) Employees will be eligible to receive 100% reimbursement for any training necessary to maintain licensure or certification requirements.

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(h) 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.

ARTICLE 24 - 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.

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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 25 - VEHICLES

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

- Assistant Underground Utilities Manager
- 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.

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

Section 2: a) Effective October 1, 2008, and in the first full pay period after October 1, 2008, all employees in the bargaining unit who receive a rating of 3.00 or above on their performance appraisal (FY 2008), will receive a two percent (2.0%) increase to their regular salary up to the maximum of the range. Employees who receive a rating below 3.00 shall receive no merit increase.

b) Those employees who are at or reach the maximum of the pay range and as a result have not realized the entire amount of the merit increase shall receive a one-time lump sum bonus equal to the difference between the calculated annual salary and the actual maximum of the range. Those employees receiving the full amount of the merit increase to their base salary will not be eligible for a lump sum payment.

Section 3: Effective October 1, 2009 and October 1, 2010 all employees in the bargaining unit shall receive a one and one-half percent (1.5%) merit increase in the same manner as described in Section 2 above.

Section 4: The one-time lump sum bonus payable under Sections 2 and 3 above shall be paid in the first full pay period of December in each year. Employees will be eligible for this bonus once during the term of the agreement.

Section 5: In the event that City Executive and Management employees (except the City Manager, and any of the City Attorneys) covered by the Guidelines for the Administration of the City of Hollywood's Executive, Management, Technical, Confidential and Legal Employees Pay Plan ("the Guidelines"), receive an across-the-board annual salary increase/adjustment (as defined below), over and above the combined pay increases paid to Supervisory employees in Article 26, Section 3 (Merit Increases) and Article 27, Section 1 (Wages) of this collective bargaining agreement in fiscal years 2009-2010 or 2010-2011, then employees covered by this contract shall receive an identical wage increase retroactive to the date that the

ARTICLE 26 - MERIT INCREASES

Executive/Management employees received their higher across-the-board increase, so that the total wage increases (for COLA and Merit combined) for Supervisory employees shall be no less than the across-the-board annual salary increases (for CPI/performance evaluation combined) received by the above-noted Executive/Management employees in those fiscal years.

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

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

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

Section 1: The wage schedule for all bargaining unit employees shall be increased by two percent (2%) effective October 1, 2009 and by two percent (2%) effective October 1, 2010. In the event that City Executive and Management employees (except the City Manager, and any of the City Attorneys) covered by the Guidelines for the Administration of the City of Hollywood's Executive, Management, Technical, Confidential and Legal Employees Pay Plan ("the Guidelines"), receive an across-the-board annual salary increase/adjustment (as defined below), over and above the combined pay increases paid to Supervisory employees in Article 26, Section 3 (Merit Increases) and Article 27, Section 1 (Wages) of this collective bargaining agreement in fiscal years 2009-2010 or 2010-2011, then employees covered by this contract shall receive an identical wage increase retroactive to the date that the Executive/Management employees received their higher across-the-board increase, so that the total wage increases (for COLA and Merit combined) for Supervisory employees shall be no less than the across-the-board annual salary increases (for CPI/performance evaluation combined) received by the above-noted Executive/Management employees in those fiscal years.

ARTICLE 27- WAGES/LONGEVITY

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

Section 2: Longevity

A. For Fiscal Year 2008-2009:

(1) Employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.

(2) Employees who complete fifteen (15) years of continuous service with the City will receive a five percent (5%) differential above their base salary.

(3) Employees who complete twenty (20) years of continuous service with the City will receive an additional 2.5% differential above their base salary.

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

(1) Employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.

(2) Employees who complete fifteen (15) years of continuous service with the City will receive a three percent (3%) differential above their base salary.

(3) Employees who complete twenty (20) years of continuous service with the City will receive an additional two percent (2%) differential above their base salary.

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

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

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

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Section 3: Longevity increases shall apply above and in addition to base salaries in Article 26.

Section 4: 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 28 - 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
Water Treatment Plant Superintendent	"A" Level Licensure
Wastewater Treatment Plant Manager	"A" Level Licensure
Wastewater Treatment Plant Superintendent	"A" Level Licensure
Underground Utilities Manager	"A" Level Licensure
Assistant Underground Utilities Manager	"A" Level Licensure
Engineering Support Services Manager	Professional Engineer (FL)
Senior Project Manager	Professional Engineer (FL)

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.

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ARTICLE 29 - 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 30 - ORGANIZATIONAL CULTURE CHANGES

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

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ARTICLE 31 - 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.

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 Senior Supervisory = Minimum of Paygrade or 2.5% (whichever is greater)
- b. Supervisory to Management/Executive = Minimum of Paygrade or 10% (whichever is greater)
- c. Senior Supervisory to Management/Executive = Minimum of Paygrade or 5% (whichever is greater)

ARTICLE 32 - DURATION OF AGREEMENT/EFFECTIVE DATES

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

Section 2: Specific provisions as to the effective dates, found in any various Articles of this Agreement, shall not be affected by the provisions of Section 1, above. In case of conflict, the specific 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 14 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.

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

Dated this 5 day of August, 2009.

EXECUTION OF AGREEMENT

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

By: Robert Dierks
President
Date: 7/30/09

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

By: John Stinson

Mayor

Attest: [Signature]
City Clerk

Approved: [Signature]
City Manager

Approved: [Signature]
Budget Director 7/31/09

WITNESSES:

[Signature]
[Signature]

As to Local 2432

As to the City 7/15/09

As to the City

EMPLOYEE ORGANIZATION AGREEMENT between THE CITY OF HOLLYWOOD and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 2432 - October 1, 2005 through September 30, 2011.

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of
Hollywood, only.
[Signature]
CITY ATTORNEY

APPENDIX I: PERC Certification 2000

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7/21/09

HOLLYWOOD, FLORIDA, CITY
EMPLOYEES, LOCAL 2432,
AFSCME,

Petitioner,

v.

CITY OF HOLLYWOOD,

Respondent.

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) (profes-

sional unit, certification no. 1239) (supervisory unit, certification no. 1240). On July 11,

the Commission appointed a hearing officer to develop a record upon which the unit

placement of the affected classifications could be determined.

On August 16 and 31, and September 7, the parties filed stipulations concerning

the unit placement of the affected classifications into the three bargaining units and the

proposed exclusion of managerial and confidential employees. The hearing officer

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Case Nos. UC-2000-019
UC-2000-020
UC-2000-021
ORDER GRANTING UNIT
CLARIFICATION
Order Number: OOE-203
Date Issued: November 1, 2000

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

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

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

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

¹Local 2432's first exception merely recites that the unit clarifications were based upon the parties' stipulations. Since this exception does not raise any point of disagreement with the recommended order, it need not be addressed.

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conclusions of law are modified to place the classification of project manager in the

professional bargaining unit.

Finally, in exception four, Local 2432 asserts that the hearing officer mistakenly

omitted any reference to the classification of technical/business analyst despite the

parties' stipulation and supporting information indicating that this classification should be

included in the professional bargaining unit. Our review of the record indicates that Local

2432 petitioned for the technical/business analyst position to be included in the profes-

sional unit, but does not disclose any mention of this classification in the parties' stipula-

tions. The position description for the technical/business analyst describes a profes-

sional, 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 recom-

mended order, we agree with the hearing officer's analysis of the dispositive legal issue.

Accordingly, we 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; certifica-

tion no. 1239, the professional bargaining unit; and certification no. 1240, the supervisory

bargaining unit, as follows:

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The Wall-to-Wall Unit (certification 151)

INCLUDED: All full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year, including those in the following classifications: Accounting Clerk; Administrative Assistant; Administrative Secretary; Adult Program Supervisor; Air Conditioning/Refrigeration Mechanic; Animal Control Officer; Aquatics Director; Assistant Beach Patrol Superintendent; Assistant Community Development Coordinator; Assistant Housing Rehabilitation Specialist; Assistant Planner; Associate Planner; Automotive Mechanic; Automotive Service Helper; Beach Attendant; Beach Maintenance Supervisor; Bookkeeping Clerk; Budget Technician; Building Compliance Inspector; Building Inspector; Building Plans Examiner; Buyer; CAD Technician; Carpenter; Carpenter Supervisor; Cashier; Center Coordinator; Chief Building Inspector; Chief Building Plans Examiner; Chief Clerk; Chief Electrical Inspector; Chief Fire/Rescue Mechanic; Chief Mechanic; Chief Mechanical Examiner; Chief Permit Processor; Chief Plumbing Inspector; Chief Utility Mechanic; Citizen Resource Officer; Clerk II; Clerk III; Clerk Typist; Code Enforcement Officer; Collection Truck Operator; Communications Clerk; Communications Shift Supervisor; Communications Technician; Community Development Coordinator; Community Liaison Officer; Community Service Aide; Community Service Officer; Compliance Officer; Compliance Technician II; Computer Operator I; Computer Operator II; Computer Programmer I; Computer Programmer II; Contract Compliance Coordinator; Control Systems Supervisor; Crime Prevention Specialist; Crime/Intelligence Analyst; Cultural Arts Coordinator; Custodian; Data Entry Clerk; Dockmaster; Electrical Inspector; Electrical/Mechanical Supervisor; Electrician; Electro Technician; Engineering Inspector; Environmental Compliance Coordinator; Environmental Specialist; Equipment Operator; Facility Maintenance Technician; Field Services Superintendent; Financial Systems Analyst; Fingerprint Technician; Fire Equipment Technician; Fire/Rescue Apparatus Mechanic; Geographic Information Coordinator; Geographic Information Technician; Groundskeeper; Head Cashier; Heavy Equipment Operator; Housing Counselor; Housing Inspector; Housing Loan Processor; Housing Program Supervisor; Housing Rehab. Specialist; Identification Technician I; Identification Technician II; Identification Technician III; Information Services Specialist I; Information Services Specialist II; Crime/Intelligence Analyst; Inventory Control Specialist; Lab Technician; Laborer; Landscape Inspector; Latent Fingerprint Examiner; Lead Code Enforcement Officer; Lifeguard; Mail Courier; Maintenance Technician; Marina Attendant; Marina Security Guard;

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Marine Safety Lieutenant; Marine Safety Officer; Marine Safety Specialist
Marketing and Promotions Coordinator; Marketing Coordinator; Mechanical
Inspector; Meter Repair Technician I; Meter Repair Technician II; Microcomputer
Analyst I; Microcomputer Analyst II; Microcomputer Intern; Network Analyst;
Nursery/Landscape Supervisor; Occupational License Inspector; Packer Operator;
Painter; Park Ranger; Parking Enforcement Specialist; Parking Meter Checker
Supervisor; Parking Meter Technician; Parking Meter Technician Supervisor;
Payroll Coordinator; Permit/Violations Processor I; Plumber; Plumbing
Photo Lab Technician; Plant Operator I; Plant Operator II; Plumber; Plumbing
Inspector; Police Information Clerk; Police Storekeeper; Pool Lifeguard; Pool
Supervisor; Printer; Printing Supervisor; Process Control Systems Technician
(Analyst); Programmer/Analyst; Property Clerk; Property Survey/Records
Coordinator; Public Works Education Coordinator; Public Works Supervisor;
Rangemaster; Records Processor; Recreation Aide; Recreation Leader; Recrea-
tion Leader Trainee; Recreation Maintenance Aide; Recreation Maintenance
Manager; Refuse Collection Section Supervisor; Refuse Collector; Regulatory
Compliance Officer; Sanitation Equipment Mechanic; Safety & Loss Control Engi-
neer; School Crossing Guard; School Crossing Guard Leader; Secretary; Senior
Accounting Clerk; Senior Buyer; Senior CAD Operator; Senior Communications
Technician; Senior Pool Lifeguard; Senior Property Clerk; Software Analyst
Sound and Light Technician; Special Events Coordinator; Special Events Super-
visor; Storekeeper; Storekeeper Supervisor; Stores Clerk; Stores Driver; Storm-
water Technician; Technical Theater Specialist; Telecommunicator I; Telecommu-
nicator II; Theater Assistant; Theater Specialist; Treatment Plant Mechanic I;
Treatment Plant Mechanic II; Urban Forestry/Investigation Supervisor; Utilities Service-
worker I; Utilities Serviceworker II; Utilities Serviceworker III; Utility Locator &
Inspector; Utility Maintenance Helper; Utility Shift Supervisor; Victims Advocate;
Capital Projects Education Coordinator; Communications Analyst; Special Events
Leader; Lead Custodian; CDL Licensed Labor Pool; Administrative Assistant II to
the Mayor and City Commission; Clerical Specialist II to the Mayor and City
Commission, and Labor Pool.

EXCLUDED: All fire fighters, police officers, supervisors, professional, managerial
(attachment A), confidential (attachment B) employees, temporary employees who
are employed in their job titles one year or less, grant employees who are
employed in their job titles one year or less, and seasonal employees working less
than 130 days per year.

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The Professional Unit (Certification 1239)

INCLUDED: All professional full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year, in the following classifications: Accountant II and III; Assistant City Engineer, Civil Engineer I, II, and III; Control Instrumentation Engineer; Director, Division Of Video and Television Services; Grant Assistant; Engineering Support Services Manager; Principal Planner; Revenue Auditor; Senior Accountant; Technical Systems Analyst; Urban Designer; Utilities Contract Accountant; Utilities Laboratory Manager; Water/Wastewater Systems Coordinator; Claims Manager; Human Resources Analyst; Senior Human Resources Analyst; Special Assistant to the Mayor and City Commission; Human Relations Analyst System Analyst; Traffic Engineer; Senior Budget Analyst Utilities; Revenue Analyst; Citizens Service Center Coordinator Technical Systems Manager; Architect; Process Control System Administrator; Chief Chemist-QA/QC Officer; Zoning Administrator; Engineer; Accountant; Senior Engineer/Fire Prevention; Senior Engineer; Engineer Registered; Utilities Contract Auditor; Project Manager, and Technical/Business Analyst.

EXCLUDED: Assistant City Attorney; Director, Office of Management and Budget; Director, General Finance Division; Municipal Prosecutor; Police Legal Advisor; Senior Assistant City Attorney; Special Litigation Counsel; and all other employees of the City of Hollywood.

The Supervisory Unit (Certification 1240)

INCLUDED: All supervisory full-time employees, regularly scheduled part-time employees, temporary employees who are employed in their job titles in excess of one year, and grant employees who are employed in their job titles in excess of one year in the following classifications: Sanitation Supervisor; Stormwater Manager; Underground Utilities Manager, Utilities Maintenance Manager; Wastewater Plant Manager; Water Plant Manager; Beach Safety Superintendent; Cultural Arts Manager; Director, Division of Records and Archives; Records Manager; Recreation Programs Manager; Telecommunications Manager; Streets Superintendent; Senior Projects Manager; Community Development Manager; Fleet Maintenance Superintendent; Director, Television and Video Services; Operations Manager, Division of Buildings and Grounds;

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

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

This order may be appealed to the appropriate district court of appeal. A notice of

appeal must be received by the Commission and the district court of appeal within thirty

days from the date of this order. Except in cases of indigency, the court will require a

filing fee and the Commission will require payment for preparing the record on appeal.

Further explanation of the right to appeal is provided in Sections 120.68 and 447.504,

Florida Statutes, and the Florida Rules of Appellate Procedure.

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

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

BY: Myra Ann Burns
Clerk

/bjk



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Appendix A (Managerial Employees)

Director, Office of Management and Budget
Director, Office of Public Relations
Deputy Director Public Utilities--Operations
Deputy Police Chief
Director, Office of Human Resources and Labor Relations
Director, Office of Parking Administration
Director, Dept. of Information Services
Director Dept. of Public Utilities
Director, Dept. of Financial Services
Director, Dept. of Public Works
Director, Dept. of Development Admin.
Director, Dept. of Parks, Recreation and Cultural Arts
Director, Office of Human Relations
Director, Purchasing and Materials Management
Employment and Compensation Manager
City Manager
Assistant City Manager
City Attorney
City Clerk
City Engineer
Chief Building Official
Fire/Rescue Chief
Police Chief
Director, Network Computer Services
Assistant to the Director, Department of Public Works
General Accounting Manager
Assistant to the Director, Division of Parks, Recreation and Cultural Arts
Assistant to the Director, Department of Design and Construction Management
Director, Department of Design and Construction Management
Director, Division of Community Planning
Director, Division of Code Enforcement

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Appendix B (Confidential Employees)

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

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APPENDIX II: Classification Titles and Salary Ranges

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Please refer to Article 27: Wages/Longevity for a description of the longevity benefit.

October 1, 2010 (2%)		Minimum	Maximum
Senior Supervisory:		\$56,821.58	\$110,165.22
Supervisory:		\$52,183.58	\$92,771.06

October 1, 2009 (2%)		Minimum	Maximum
Senior Supervisory:		\$55,707.43	\$108,005.12
Supervisory:		\$51,160.37	\$90,952.02

October 1, 2008		Minimum	Maximum
Senior Supervisory:		\$54,615.13	\$105,887.37
Supervisory:		\$50,157.23	\$89,168.65

Pay Plans for Senior Supervisory and Supervisory

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

- Senior Supervisory
- Engineering Support Services Manager
- Operations Manager, Buildings and Grounds
- Operations Manager Streets & Hwys
- Underground Utilities Manager
- Water Treatment Plant Manager
- Wastewater Treatment Plant Manager
- Assistant Underground Utilities Manager
- Director, Records and Archives
- Environmental Services Supervisor
- Executive Assistant to Mayor and Commission
- Fleet Maintenance Coordinator
- Forestry/Landscape Manager
- Manager, Water Quality Services
- Marine Safety Chief
- Parking Garage/Meter Operations Supervisor
- Parking Operations Superintendent
- Records Manager
- Recreation Manager
- Senior Project Manager
- Special Events Manager
- Stormwater Manager
- Streets Superintendent
- Telecommunications Manager
- Wastewater Treatment Plant Maintenance Superintendent
- Wastewater Treatment Plant Superintendent
- Water Plant Operations Superintendent

Senior Supervisory and Supervisory Positions:

APPENDIX III: Sick Leave Pool Policy

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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.

PROCEDURE:

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.

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.

POLICY:

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.

PURPOSE:

HR-04-060: SICK LEAVE POOL
REVISED DATE: JUNE 1, 2004
LAST REVISION: JANUARY 1, 2001

2. A participating employee may be granted Leave from the Pool only after depletion of all personal accrued sick, vacation, and compensatory leave credits. Sick leave withdrawn may only be used for non-work related catastrophic, long-term illnesses or injuries of the participating employees. The participating employee may initially be eligible to receive up to ninety (90) days of leave from the Sick Leave Pool Account. Requests for additional Leave from the Pool are subject to approval by the Committee.
3. Eligible participants must contribute eight (8) hours of accrued sick or vacation leave to the Pool once every twelve (12) months. If the Committee finds that an insufficient amount of Leave exists in the Pool, additional leave requests may be made from all participants. All leave contributed to the Pool shall be removed from the participating employees' leave accounts by the Payroll Office and shall be placed into the Sick Leave Pool Account. Participating employees will be required to re-enroll on an annual basis to continue participation in the program. Once enrolled, the requested amount of accumulated sick leave hours will be automatically deducted from the designated leave accounts of participating employees and credited to the Sick Leave Pool Account. Use of the Sick Leave Pool Account will be monitored by Human Resources and the Payroll Division.
4. A participating employee shall be allowed to "donate" to the pool up to eight (8) hours of any unused or unpaid sick or vacation leave from his/her individual leave balances at the time of retirement or at the end of each leave year (September 30th). The ten (10) days of mandatory use of vacation leave by Executive, Management and Professional employees may not be used toward the contribution of time for the Sick Leave Pool.
5. Participation requests shall be made in writing to Human Resources. Prior to authorizing the use of leave from the Pool, the Sick Leave Pool Committee shall require medical certification of the accident, illness, or injury for the individual in which the use of Pool Leave is requested and any other medical information concerning anticipated duration of the condition and outlook for recovery. The official sick leave record of the requesting employee may also be reviewed prior to any authorization of sick leave pool benefits. Such review will be used to determine if an employee has abused his/her sick leave prior to the request of leave from the Pool. All medical records and information shall remain confidential with the Sick Leave Pool Committee.
6. A participating employee who withdraws sick leave hours from the Pool will not be required to replace those hours, except as a regular contributing member of the Pool.
7. Any Leave hours contributed to the Sick Leave Pool will be permanently forfeited to the pool and shall be used exclusively for the purpose of carrying out the Pool's objectives.

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

APPENDIX IV: Family Medical Leave Policy

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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

December 3, 2009

HUMAN RESOURCES DIV.

DEC 03 4 AM 9:54

Ralph Dierks
AFSCME Local 2432, President
Hollywood, FL 33020

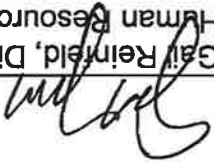
Re: Changes to Family and Medical Leave Act

Dear Mr. Dierks:

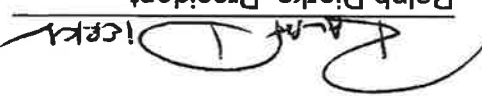
Changes to the above law were adopted by the Federal Government on October 27, 2009. In accordance with these changes the City of Hollywood Human Resources Policy HR-050 has been revised. Attached is the revised policy.

To agree to the incorporation of this revised policy, please indicate your concurrence on the signature line below.

Thank you for your cooperation.



Gail Reinhold, Director
Human Resources & Risk Management



Ralph Dierks, President
AFSCME Local 2432

Attachment

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DEC 03 2009

LOCAL 2432

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect. We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"



HR-050

FAMILY LEAVE

REVISED DATE:

DECEMBER 1, 2009

LAST REVISION:

JANUARY 24, 2005

AUTHORIZATION:

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

PURPOSE:

To outline the conditions under which leave in conformance with the Family and Medical Leave Act of 1993 and new military family leave entitlements enacted under the National Defense Authorization Act of 2008, may be requested by an employee or designated by the City. This policy provides for time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work.

POLICY:

A family or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year (12 months) under particular circumstances that are critical to the employees or their family members. The twelve (12) month period shall consist of the time beginning with the approved leave and extending over the subsequent twelve (12) months. Leave may be taken:

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

Unless otherwise provided for in a collective bargaining agreement, all regular employees are eligible for leave under this policy if employed by the City for at least twelve (12) months and if they have worked at least 1,250 hours during the twelve (12) month period immediately preceding the requested leave. Leave will be in accordance with the Family and Medical Leave Act of 1993.

Leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious health condition of the employee or his or her spouse, child, or parent.

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

An eligible employee is entitled to take up to 12 workweeks of unpaid FMLA leave for any qualifying exigency when the employee's spouse, child or parent is on active duty or deployed

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

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

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

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

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

PROCEDURE:

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

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

Designated Leave
The Department/Office must designate FMLA when any illness meets the Acts qualifications. Once the Department/Office has become aware that the leave is being taken for an FMLA reason, the Department/Office must promptly notify the employee and Human Resources that the leave will be counted as FMLA. This notice may be oral, but will be followed by written notification/confirmation from Human Resources.

An employee returning from Family Leave is entitled to the position held before the Family Leave began, assuming that the position is vacant. If the former position is not vacant, the employee will be offered an equivalent position with no reduction in salary or benefits. Questions regarding more specific details should be directed to Human Resources.

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

HR-050

FAMILY LEAVE

REVISED DATE:

~~JANUARY 28, 2008~~ DECEMBER 1, 2009

LAST REVISION:

JANUARY 24, 2005

AUTHORIZATION:

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

PURPOSE:

To outline the conditions under which leave in conformance with the Family and Medical Leave Act of 1993 and new military family leave entitlements enacted under the National Defense Authorization Act of 2008, may be requested by an employee or designated by the City. This policy provides for time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work.

POLICY:

A family or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year (12 months) under particular circumstances that are critical to the employees or their family members. The twelve (12) month period shall consist of the time beginning with the approved leave and extending over the subsequent twelve (12) months. Leave may be taken:

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

Unless otherwise provided for in a collective bargaining agreement, all regular employees are eligible for leave under this policy if employed by the City for at least twelve (12) months and if they have worked at least 1,250 hours during the twelve (12) month period immediately preceding the requested leave. Leave will be in accordance with the Family and Medical Leave Act of 1993. ~~and all questions concerning this policy shall be controlled by the Family and Medical Leave Act of 1993.~~

Leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious health condition of the employee or his or her spouse, child, or parent.

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

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

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

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

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

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

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

PROCEDURE:

Requested Leave

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

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

Designated Leave

The Department/Office must designate FMLA when any illness meets the Acts qualifications. Once the Department/Office has become aware that the leave is being taken for an FMLA reason, the Department/Office must promptly notify the employee and Human Resources that the leave will be counted as FMLA. This notice may be oral, but will be followed by written notification/confirmation from Human Resources.

An employee returning from Family Leave is entitled to the position held before the Family Leave began, assuming that the position is vacant. If the former position is not vacant, the employee will be offered an equivalent position with no reduction in salary or benefits. Questions regarding more specific details should be directed to Human Resources.

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

NOTICE

Military Family Leave

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

- (1) **New Qualifying Reason for Leave.** Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employees.

- (2) **New Leave Entitlement.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

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



U.S. Wage and Hour Division

APPENDIX V: Performance Review Form

Red
7/21/09

RED
3/11/09
7/21/09

City of Hollywood Supervisory Performance Review

Employee Name:
Department:
Division:
Job Title:
Reviewer Name:
Reviewer Title:
Last Review Date:
Review Period Start:
Review Period End:
Next Review Date:

PERFORMANCE ELEMENTS

Initiative

Volunteers readily
Undertakes self-development activities
Seeks increased responsibilities
Takes independent actions and calculated risks
Looks for and takes advantage of opportunities
Asks for help when needed

Overall

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
										Low		High								

Communications

Expresses ideas and thoughts verbally
Expresses ideas and thoughts in written form
Exhibits good listening and comprehension
Keeps others adequately informed
Selects and uses appropriate communication methods

Overall

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
										Low		High								

Planning & Organization

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

Overall

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

Problem Solving

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

Overall

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

Quantity

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

Overall

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

Quality

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

Overall

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

REP 7/2/09
REP 3/1/07

REV 3/1/07
REV 7/2/09

REVIEWER COMMENTS

EMPLOYEE COMMENTS

FUTURE GOALS

PLANS FOR IMPROVEMENT

4.75 to 5.00	Outstanding
3.99 to 4.74	Exceeds job requirements
3.00 to 3.98	Meets job requirements
1.75 to 2.99	Needs improvement
1.00 to 1.74	Unsatisfactory

RATING RANGES

SUMMARY



Employee Acknowledgment

I have reviewed this document and discussed the contents with my manager. My signature means that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

Employee Signature/Date

Reviewer Signature/Date

Human Resources Signature/Date

RED 2/21/09
RED 3/1/07

7/21/09
R

CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

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

Sec. 10.01. Pensions and retirement.

(1) *Establishment and Purpose.*

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

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

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

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

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

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

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

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

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

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

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

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

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

as provided below:

- (i) *Compensation* means a member's gross wages received from the city, including overtime and payments for accumulated annual leave and accumulated sick leave, except as provided below:
- (h) *Code* means the U.S. Internal Revenue Code of 1986, as amended from time to time.
- (g) *City commission* means the city commission of the city.
- (f) *City* means the City of Hollywood, Florida.
- (e) *Charter* means the Charter of the City of Hollywood.
- (d) *Board* means the board of trustees, which shall administer the pension plan as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

do not elect to participate in this plan in accordance with subsection (4)(g).

(f) Employees hired prior to the effective date of this ordinance who are employed by the city on that date, whose services are compensated on a contractual basis, and who

(e) Independent contractors.

(d) Elected officials.

(c) Seasonal and part-time employees.

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

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

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

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

(i) Cash lump sum payment.

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

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

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

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

(6) *Normal Retirement Benefit.*

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

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

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

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

(5) *Normal Retirement Date.*

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

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

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

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

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

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

(8) *Deferred Retirement Option Plan.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) *Supplemental Pension Distribution.*

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

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

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

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

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

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

(10) *Benefit Adjustments.*

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

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

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

(b) For the purpose of this subsection (11), "net market rate of return" means the rate of return on a market value basis net of investment related expenses for each year ending September 30. The total amount of the supplemental pension distribution for a particular fiscal year shall be equal to the actuarial present value of future retirement benefits with respect to eligible retirees multiplied by the excess (not to exceed two percent) of the net market rate of return, over the assumed rate of investment return plus two percent, for the years beginning October 1, 2002 and ending on or before September 30, 2005. For plan years beginning October 1, 2005 and thereafter, the total amount of the supplemental pension distribution for a particular fiscal year shall be equal to the actuarial present value of future retirement benefits with respect to eligible retirees multiplied by the excess (not to exceed two percent) of the net market rate of return, over the assumed rate of investment return plus:

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

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

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

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

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

(12) *Disability Retirement.*

(a) Except as set forth in paragraph (c) below, upon total and permanent disability of a member by reason of injuries sustained while in the performance of an act of duty as an active employee of the city, resulting in the inability of the member to perform the specific duties of his or her position in the service of the city, such member shall be entitled to a disability retirement benefit equal to seventy-five percent (75%) of his or her salary from the first day of disability. Based on the available medical information, the Human Resources Director shall make the final determination regarding the ability of the member to perform the specific duties of his or her position.

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

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

(d) Notwithstanding the provisions of paragraphs (a) and (b) above, a member shall not be entitled to a disability retirement benefit if the city offers the member, with no change in salary or benefit level, a newly created modified duty position or a vacant position which the member is capable and qualified to perform. If the position is a vacant position, it shall be a position within the Civil Service System provided in Article IX of this Charter. Any member who is placed in such a position shall have preference for placement in a position pursuant to this paragraph shall be at the discretion of the Human Resources Director. This paragraph shall not apply to any member who was injured or disabled prior to July 1, 1999.

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

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

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

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

(13) *Death Benefits.*

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

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

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

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

following revenues:

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

(15) *Financing.*

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

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

(14) *Refund of Member Contributions.*

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

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

decrease 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.

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

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

3. Interest earned on investments; and

4. Miscellaneous income accruing to the fund.

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

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

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

(17) *Investments.*

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

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

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

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

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

(18) *Management.*

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

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.

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

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

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

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

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

(19) *Administration.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Rollover Distributions

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

(ii) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 10.02. Ordinances implemented and ratified.

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

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

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

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

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

Sec. 10.04. Assets of prior funds.

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

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

following:

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

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

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

Sec. 10.05. Coordination of pension benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 10.06. Tax qualification.

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

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

Sec. 10.07. Article amendment or repeal.

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

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

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

APPENDIX VII: Letter of Understanding Workers' Compensation Supplemental Pay

Red
7/21/09

LETTER OF UNDERSTANDING

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

WHEREAS, Article 12, Workers' Compensation/Supplemental Compensation of the Employee Organization Agreement between the City of Hollywood and AFSCME Local 2432 Supervisory Bargaining Unit, provides for employees who become eligible for Workers' Compensation benefits due to a job-related injury or illness to receive from the City the identical wages and benefits which the employee would receive if working;

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

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

AGREED TO BY ALL PARTIES TO THIS AGREEMENT,

Effective this 6th day of June, 2005.

FOR THE CITY

Director
Human Resources

FOR AFSCME

Ralph Dielks
Date

Date

5/26/05

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

BY:

DANIEL L. ABBOTT
CITY ATTORNEY

Res
7/21/09

APPENDIX VIII: Evaluation Date Letters

REP
7/21/09

CITY of HOLLYWOOD, FLORIDA



COPY

James Carnicella
Director

March 23, 2000

HUMAN RESOURCES DIV.
MAR 23 PM 3:33
(954) 921-3218

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

c: Department and Office Directors
Employment and Compensation Manager
Payroll

RECEIVED
MAR 24 2000
BY: [Signature]

REC
3/21/00

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 RESOURCES 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 10 of the AFSCME Bargaining Unit Agreement issue in the following manner:

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

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

Furthermore, this agreement serves to include promotions in the letter dated March 23, 2001 from Mr. James Carnicella. Specifically, supervisory and professional unit employees hired or promoted before July 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

Date 1/22/02

FOR THE UNION

Ralph Dierks, President, AFSCME, Local 2432

Date 1/22/02

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

OFFICE OF THE CITY MANAGER / 2600 Hollywood Blvd. / P.O. Box 229045 / Hollywood, Florida 33022-9045 / Fax (954) 921-3314

"An Equal Opportunity and Service Provider Agency"

RED
7/24/09

7/21/09
L

APPENDIX IX: Employment Rules and Regulations, Subsection (P) "Chemical

Intoxication"

P. CHEMICAL INTOXICATION

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

Re
7/21/09

7/23/09
 (7) FD

Bereavement Leave
 Certification Pay
 Contracting or Sub-Contracting
 Discrimination
 Drug Free Workplace
 Duration of Agreement/Effective Dates
 Educational Reimbursement Program
 Grievance Procedure
 Holidays
 Jury Duty
 Layoff and Recall
 Life and Health Group Benefits Plan
 Management Rights
 Merit Increases
 Organizational Culture Changes
 Payroll Deduction of Dues
 Pension and Pension Plan
 Probationary Period
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