

R-2002-337

**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, 2002

through

September 30, 2005

EMPLOYEE ORGANIZATION AGREEMENT

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

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

Section 6: The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

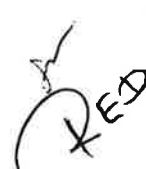
Section 7: When an employee has been suspended or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the City shall, in the manner outlined in Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

ARTICLE 5 - UNION BUSINESS

Section 1: The Local Union President or 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 thirty (30) 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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ARTICLE 8 - PENSION AND PENSION PLAN

Section 1: Employees shall receive pension benefits according to the provisions of the Hollywood City Charter, Article X (10), a copy of which is attached hereto and incorporated into this Agreement in Appendix VI as amended.

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

- (a) Any employee or official who is employed by the City on a permanent, non-contract basis on or after September 30, 1958 shall become a member after six (6) months of service for the City. The normal retirement age shall be fifty-five (55) years of age.
- (b) Vesting. Any member, irrespective of age, who withdraws from service after having completed at least five (5) years of service shall have the right to receive a service retirement allowance beginning upon attainment of the age of fifty-five (55) years in an amount earned and accrued at the date of withdrawal from service, provided the member has not received a withdrawal benefit. All full-time temporary and grant employees covered by the collective bargaining agreement shall be included as members of the pension plan.
- (c) When an employee has reached Maximum Medical Improvement (MMI) or is otherwise disabled from performing his/her regular duties then the City may create modified duty positions and/or offer an employee any vacant position within the organization before the employee is considered for disability pension. The vacancy will be in the classified system and a position which the employee is capable and qualified to perform. He/she shall receive the identical rate of pay and benefit level while working. These employees will have preference for future City position vacancies and will be considered without going through the Civil Service process.

and will be placed at the discretion of the Human Resources Director. This subsection (c) shall apply prospectively and shall not apply to any member injured or disabled prior to July 1, 1999.

- (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 disability pension will have the monthly pension amount offset by any other employment income, excluding social security or workers' compensation. 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 general 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 expand to seven (7) members. One additional 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.
- (i) A surviving spouse shall have the right to continue the health and dental coverage provided he/she pays the designated premium for such coverage.
- (j) 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.
- (k) Health care coverage shall only be provided to retired employees who have ten (10) or more years vested in the Pension Plan.
- (l) Retirees shall have the right to continue their dental coverage provided they pay the designated premium.
- (m) Employees shall vest after five (5) years of service. Employees with five (5) years of service 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 to receive health care, dental coverage or the DROP Plan.
- (n) 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.

- (o) Employees who have retired from the General Employees Pension shall not be eligible for another pension from fund.
- (p) The Pension Board will hire a Pension Administrator, paid by the Pension Fund.
- (q) The City will hire an Attorney experienced in Pension Administration, paid by the Pension Fund.
- (r) 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) shall be eligible to buy-back all full time City service. 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.
- (s) 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.

- (t) In the event that an employee leaves service before vesting (i.e. having less than a minimum of five (5) years of continuous service), he/she or his/her beneficiaries shall receive the employee's contributions plus 4% simple interest.
- (u) Only employees who have continuous credited service of 10 years or more and are age 55 or older or have 25 years or continuous credited service regardless of age, and retire upon leaving active service will be entitled to continued City health care coverage. Any employee receiving a Duty or Non-Duty related disability pension will also be eligible to continued City health care coverage. Individuals having vested and left the service of the City under age 55, shall not receive City health care coverage upon reaching normal retirement.
- (v) To qualify for a Non-duty related disability an employee must be vested (i.e. have at least five (5) years of continuous service). 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.
- (w) 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.
- (x) Employees who have received a Duty or Non-Duty disability shall have periodic investigations and medical examinations, scheduled as deemed necessary by the Pension Board and the City. The City shall pay for all costs related to these screenings.
- (y) 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 continuous 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.

- (z) A Retiree may change his/her survivor from one person to another at any time and have his/her pension benefit adjusted accordingly.
- (aa) 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 & Half" annuity option.
- (bb) Any spouse of a deceased retiree receiving a pension shall continue to receive the same benefit regardless if that spouse remarries.
- (cc) 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.
- (dd) For "retirement" benefits calculations, lump sum payments for unused leave (except for sick leave which will be counted as shown in paragraph ee) will be counted in the employee's highest three years of salary (just like it is counted in the DROP calculation of benefits.
- (ee) For "retirement" benefits calculations and DROP calculations, the amount of sick leave counted 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.
- (ff) Disability pension and any worker's compensation benefit cannot exceed 100% of salary at time of retirement. The

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retiree will receive health care benefits for himself/herself and dependent coverage at no cost.

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

(hh) 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 assets. 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 2% for the fiscal year.

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

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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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ARTICLE 10- LAYOFF AND RECALL

Section 1: The City shall provide Supervisory employees no less than thirty (30) days notice of lay-off, or, in lieu of notice, thirty (30) days pay at the employee's regular rate of pay in addition to all accrued leaves. The Union shall be furnished copies of all lay-off notices prior to notices being furnished to the affected employees.

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

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

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

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

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

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

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

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ARTICLE 11 - SICK LEAVE

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

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

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

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

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

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

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

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

<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service	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 8: Upon the death of an employee, any payments due pursuant to Section 4 or Section 5 of this Article shall be paid to the employee's estate.

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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 ninety (90) days. 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.

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ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1: (a) The City and the Union have negotiated a grievance procedure to be used for the settlement of disputes between employer and employee, or Union, or group of employees, 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. All employees shall have the right to a fair and equitable grievance procedure, administered without regard to membership or non-membership in any organization, except that the Union shall not be required to process grievances for employees who are not members of the Union.

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

Section 2: 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 employee(s) and/or 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 aggrieved employee(s) and/or the Union shall present in writing the grievance to the Department Director or his/her designee. The grievance will be dated and signed by the employee(s) and/or the Union representative. The Department Head or his/her designee shall acknowledge receipt of the grievance by stamping it with the date and time, with a copy to the Union. The Department Head shall, within seven (7) calendar days conduct a meeting between himself/herself, the aggrieved employee(s) and the Union representative. The Department Head shall give the decision

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

Step 2: If the aggrieved employee(s) and/or the Union is not satisfied with the decision rendered at Step 1, the aggrieved employee(s) and/or 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), with a copy to the Union. 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 aggrieved employee(s) and/or the Union is not satisfied with the decision rendered at Step 2, the aggrieved employee(s) and/or the Union may, within fourteen (14) calendar days from receipt of the City Manager's decision, submit the grievance to arbitration, by requesting a list of arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.). The award of the arbitrator shall be final and binding on the Union, the employee(s) and the City.

Section 4: Rules for Grievances and Arbitration processing:

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

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

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

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

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

(e) On-duty personnel called by Grievant or 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 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 arbitrator's bill shall be split equally by both parties.

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

(h) The City shall furnish the Union with copies of grievances filed by non-Union members as soon as practicable.

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

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

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

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

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Section 7: A Chief Steward, a Steward or an Alternative Steward may process grievances in accordance with provisions of this Article. However, only one representative of the Union (Chief Steward, Steward or Alternate Steward) shall be permitted to process a grievance during the Steward's working hours until such grievance reaches Step 2. When a grievance reaches Step 2, the Chief Steward and the Steward or the Alternate Steward may, subject to approval as specified above participate in grievance processing during the Steward's working hours.

ARTICLE 14 - BEREAVEMENT LEAVE

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

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

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

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

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.

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 attached hereto.

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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 families shall be provided with coverage in the City's health insurance plan.

The contribution for active employees electing health coverage will be as follows:

Beginning October 1, 2002

Employee coverage = \$10.00 bi-weekly

Dependent coverage = \$25.00 bi-weekly

Beginning October 1, 2003

Employee coverage = \$15.00 bi-weekly

Dependent coverage = \$25.00 bi-weekly

Beginning October 1, 2004

Employee coverage = \$20.00 bi-weekly

Dependent coverage = \$25.00 bi-weekly

All employees hired by the City after October 1, 2002 shall pay 50% of the cost for Dependent coverage, if elected. In addition, group dental will be at a total cost not to exceed \$19.00 per employee per month. Any premium requirements in excess of \$19.00 per employee per month will be borne by the participating employee. Supervisory employees who retire from the City shall continue to have their individual and dependents health and dental care premiums paid by the City (in accordance with Article 9). Upon the death of the employee, the employees spouse may continue coverage for the duration which the spouse maintains the designated health and dental premiums.

Section 3: 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 at group rates up to an additional maximum amount of \$500,000 if allowable within the City's plan.

Section 4: 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.

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

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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 is 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.

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.

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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.

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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ARTICLE 22 - SENIORITY

Section 1: DEFINITION

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

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

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

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

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

Section 2: USE OF SENIORITY

(a) Seniority will be used as provided in Article 10, Lay-Off and Recall, and Article 21, Vacations.

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

ARTICLE 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:

Graduate or Undergraduate

Benefit

Grade of C or better

100% reimbursement at State tuition rates

Grade of Pass

100% reimbursement at State tuition rates

Reimbursement will be for all courses including mandatory electives leading to college degrees or post-graduate degrees in which the City would obtain a benefit from the employees knowledge.

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

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

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

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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.

Section 4: As indicated in Sec. 2(a) above, the voluntarily demoting employee may not proceed to any higher paid position (including the classification from which demoted) unless such employee has applied for and competed in the regular

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

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

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ARTICLE 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

ARTICLE 26- MERIT INCREASES

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

Section 2: a) Effective October 1, 2002 and in the first full pay period after October 1, 2002, All employees in the bargaining unit who receive a rating of 3.99 or above on their performance appraisal (FY 2002), will receive a five percent (5%) increase to their regular salary up to the maximum of the range. Employees who receive a rating between a 3.00 and 3.99 on their performance appraisal will receive a two and one-half percent (2 1/2%) 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 as a result of the above referenced increases 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, 2003 and October 1, 2004 all employees in the bargaining unit shall receive a 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.

ARTICLE 27- WAGES/LONGEVITY

Section 1: Effective October 1, 2002 all employees in the Supervisory bargaining unit shall receive a 2.5% increase to their regular base rate of pay.

Section 2: Effective October 1, 2003 all employees in the bargaining unit shall receive a 2.5% increase to their regular base rate of pay.

Section 3: Effective October 1, 2004 all employees in the bargaining unit shall receive a 2.5% increase to their regular base rate of pay.

Section 4: a) Supervisory employees who complete ten (10) years of continuous service with the City will receive a five percent (5%) differential above their base salary.

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

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

Section 5: Longevity increases shall apply above and in addition to base salaries in Section 1. Effective October 1, 2002 all employees in the Supervisory bargaining unit shall receive a 2.5% increase to their regular base rate of pay.

Section 6: 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.

Section 7: Effective October 1, 2002 bargaining unit employees will receive an additional 0.5% over and above the 2.5% set forth in Section 1 above, for the Union's agreement herein to form a committee to develop and implement cultural change programs.

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. Certification pay shall not exceed the maximum of the pay range.

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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 and no agreement has been reached within sixty (60) days, both parties agree to commence impasse resolution proceedings.

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ARTICLE 30 - ORGANIZATIONAL CULTURE CHANGES

Sec. 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 - 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 September 30, 2005.

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.

EXECUTION OF AGREEMENT

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

Dated this 18th day of September, 2002

WITNESSES:

[Signature]
[Signature]

As to Local 2432

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

By: [Signature]
President
Date: 9/30/02

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

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

Approved: [Signature]
City Manager

Approved: [Signature]
Budget Director

[Signature]
As to the City
[Signature]
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, 2002 through September 30, 2005.

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

[Signature] 27
CITY ATTORNEY

**APPENDIX I
PERC CERTIFICATION-2000**

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STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

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

Petitioner,

v.

CITY OF HOLLYWOOD,

Respondent.

Case Nos. UC-2000-019
UC-2000-020
UC-2000-021

ORDER GRANTING UNIT
CLARIFICATION

Order Number: OOE-203
Date Issued: November 1, 2000

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

James Carnicella, Hollywood, representative for respondent.

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

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

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accepted these stipulations and issued a recommended order on September 15, recommending that we clarify the three bargaining units in accordance with the parties' stipulations. On September 29, Local 2432 filed four exceptions to the recommended order.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 professional unit, but does not disclose any mention of this classification in the parties' stipulations. The position description for the technical/business analyst describes a professional, non-supervisory position. Moreover, we infer from the absence of any reference to this position in the original certification of this bargaining unit that it was created after the unit was certified. Therefore, we grant exception four and modify the recommended order to include the technical/business analyst position in the professional bargaining unit.

Having reviewed the entire record and resolved the exceptions to the recommended order, we agree with the hearing officer's analysis of the dispositive legal issue, his recommendations, and his conclusions of law, as modified above. Accordingly, we adopt the hearing officer's recommended order, as modified by our resolution of the exceptions, and clarify certification no. 151, the wall-to-wall bargaining unit; certification no. 1239, the professional bargaining unit; and certification no. 1240, the supervisory bargaining unit, as follows:

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The Wall-to-Wall Unit (certification 151)

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

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

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

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The Professional Unit (Certification 1239)

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

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

The Supervisory Unit (Certification 1240)

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

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

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

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

It is so ordered.

POOLE, Chair, and JACKSON, Commissioner, concur.

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

BY: *Mary Ann Burns*
Clerk

/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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Pay Plans for Senior Supervisory and Supervisory

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

Supervisory

- *Assistant Underground Utilities Manager
- Beach Safety Superintendent
- Director, Records and Archives
- Environmental Services Supervisor
- Executive Assistant to Mayor and Commission
- Fleet Maintenance Coordinator
- Forestry/Landscape Manager
- Manager, Water Quality Services
- *Parking Operations Superintendent
- Records Manager
- Recreation Program Manager
- Senior Project Manager
- Special Events Program Manager
- Stormwater Manager
- Streets Superintendent
- Telecommunications Manager
- Wastewater Plant Superintendent
- *Water Plant Operations Superintendent

*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.

<u>October 1, 2002</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Supervisory:	\$49,000.00	\$95,000.00	\$99,750.00	\$104,737.50	\$107,355.94
Supervisory:	\$45,000.00	\$80,000.00	\$84,000.00	\$88,200.00	\$90,405.00
<u>October 1, 2003</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Supervisory:	\$50,225.00	\$97,375.00	\$102,243.75	\$107,355.94	\$110,039.84
Supervisory:	\$46,125.00	\$82,000.00	\$86,100.00	\$90,405.00	\$92,665.13
<u>October 1, 2004</u>	Minimum	Maximum	L-1 (5%)	L-2 (5%)	L-3 (2.5%)
Senior Supervisory:	\$51,480.00	\$99,809.00	\$104,799.45	\$110,039.42	\$112,790.41
Supervisory:	\$47,278.00	\$84,050.00	\$88,252.50	\$92,665.13	\$94,981.75

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**APPENDIX III
SICK LEAVE POOL POLICY**

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HR-01-055:

SICK LEAVE POOL

REVISED DATE:

JANUARY 1, 2001

LAST REVISION:

MAY 1, 1998

PURPOSE:

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

POLICY:

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

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

PROCEDURE:

1. Participation in the Sick Leave Pool shall be voluntary. Regular full-time employees within the General Employee ranks (non-sworn Fire and Police personnel), including all Executive, Management, Professional and Confidential employees, may participate in the Sick Leave Pool after completion of one (1) year of employment with the City as determined by January 1st in the first year of the program and October 1st for every year thereafter in any given calendar year and provided that such employee has a minimum accumulation of 96 hours of sick and/or vacation leave prior to the transfer of any sick or vacation leave to the program.
2. A participating employee may be granted Leave from the Pool only after depletion of all personal accrued sick, vacation, and compensatory leave credits. Sick leave withdrawn may only be used for non-work related catastrophic, long-term illnesses or injuries of the participating employees. The participating employee may initially be eligible to receive

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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.
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.

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**APPENDIX IV
FAMILY MEDICAL LEAVE POLICY**

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HR-01-047: **FAMILY LEAVE**
REVISED DATE: **JANUARY 1, 2001**
LAST REVISION: **MAY 1, 1998**
AUTHORIZATION: **FAMILY AND MEDICAL LEAVE ACT OF 1993**

PURPOSE:

To outline the conditions under which leave in conformance with the Family and Medical Leave Act of 1993 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 unpaid 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:

- ◆ on the birth of an employee's child;
- ◆ on the placement of a child for adoption or foster care with an employee;
- ◆ when an employee is needed to care for a child, spouse, or parent 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.

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 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.

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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, or parent, or their own serious health condition, the City may require the employee to provide medical certification from an appropriate health care provider. 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.

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**APPENDIX V
PERFORMANCE REVIEW FORM**

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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

	<i>N/A</i>	<i>Low</i>	←-----→	<i>High</i>
Volunteers readily	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undertakes self-development activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seeks increased responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Takes independent actions and calculated risks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Looks for and takes advantage of opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asks for help when needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Communications

	<i>N/A</i>	<i>Low</i>	←-----→	<i>High</i>
Expresses ideas and thoughts verbally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expresses ideas and thoughts in written form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibits good listening and comprehension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps others adequately informed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Selects and uses appropriate communication methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Planning & Organization

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

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

Overall

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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

N/A	Low	←----->			High
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<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"/>

Overall

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Quantity

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

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

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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

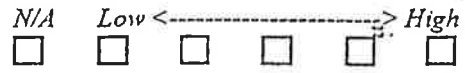
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SUMMARY



RATING RANGES

- 4.75 to 5.00 Outstanding
- 3.75 to 4.74 Exceeds job requirements
- 2.75 to 3.74 Meets job requirements
- 1.75 to 2.74 Needs improvement
- 1.00 to 1.74 Unsatisfactory

PLANS FOR IMPROVEMENT

FUTURE GOALS

EMPLOYEE COMMENTS

REVIEWER COMMENTS

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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

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JEC RED
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**APPENDIX VI
HOLLYWOOD CHARTER, ARTICLE X (10) PENSIONS
AND RETIREMENT**

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The Hollywood Charter, Article X (10) Pensions and Retirement will be inserted upon adoption of changes currently pending.

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