

COLLECTIVE BARGAINING AGREEMENT

10/1/12 – 9/30/14

between

THE BROWARD COUNTY PBA

&

THE CITY OF HOLLYWOOD

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ARTICLE 1: EMPLOYEE ORGANIZATION AGREEMENT – RECOGNITION

1.1: THIS AGREEMENT is entered into by the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, hereinafter referred to as the "City", and the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "Union" or "Employee Organization". Within this Agreement the term "his" shall be a neutral gender term.

1.2: The City hereby recognizes the Union as the exclusive bargaining representative for those employees of the Department of Police described as follows:

Included in the Bargaining Unit:

All sworn Police Officers in the ranks of Police Officer, Police Sergeant and Police Lieutenant.

Excluded from the Bargaining Unit:

Auxiliary and Reserve Officers, Officers assigned to Internal Affairs Unit, and all other employees, including managerial and confidential employees.

ARTICLE 2: NON-DISCRIMINATION

- 2.1: No employee covered by this agreement will be discriminated against by the City because of membership in the PBA, or for participating in authorized activity as required in this agreement on behalf of the PBA.
- 2.2: The PBA will not discriminate against employees covered by this agreement on the basis of their refusal to become a PBA member.
- 2.3: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability, marital status, veteran's status, age over forty (40), political affiliation, sexual orientation, or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 3: CITY AND UNION REPRESENTATION

- 3.1: The City shall be represented by the City Manager, and/or his designee, in all matters of collective bargaining. The City agrees to notify the Union of any changes in designee, whenever such changes are made.
- 3.2: The Union shall be represented by the Union President, and/or his designee, in all matters of collective bargaining. The Union agrees to notify the City Manager (or his designee) and the Chief of Police of any change in representatives, whenever such changes are made.
- 3.3: The City and the Union agree that there will be no negotiations attempted or entered into between any persons other than those indicated above. Any attempt to circumvent the proper bargaining process shall be deemed an unfair labor practice and shall result in appropriate charges being filed against the offending party.

ARTICLE 4: PAYROLL DEDUCTION OF DUES

- 4.1: On receipt of a lawfully executed written authorization from an employee, on a form approved by the City's Director, General Accounting Division, the City will deduct each pay period from the employee's pay, the amount specified by said employee, but not less than regular dues.
- 4.2: The City will remit to the Union Treasurer such sums every second pay period together with a list of employees for whom deductions were made.
- 4.3: Changes in the Union's membership dues shall be certified to the City, in writing, over the signatures of the authorized Officer(s) of the Union, at least thirty (30) days in advance of the effective date of such change.
- 4.4: 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.
- 4.5: Any employee may revoke, in writing, with thirty (30) days prior notice to the City and the Union, his authorization for dues deductions.
- 4.6: 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 the Check-off of Union dues.

ARTICLE 5: EMPLOYEE ORGANIZATION CONVENTIONS

- 5.1: The Union President, Vice-President, Secretary and Treasurer and local Representatives, shall be allowed a combined total of 620 hours with pay, within each twelve (12) months, to attend local and state meetings of the Union; provided that such leave shall be requested at least five (5) days in advance of the date requested. The names of the members designated by the employee organization to attend such events shall be provided at the time such request is made. The Chief, or his designee, shall have sole discretion in approving the request, but such request shall not be unreasonably denied. In the event of an emergency, such excused personnel shall be subject to immediate return to duty.
- 5.2: Members of the Bargaining Unit may donate up to 8 hours per year of either compensatory time or vacation time to a "time pool" for Union use. All unused time in the "time pool" may be carried over year to year.

ARTICLE 6: PERFORMANCE DOCUMENTS

6.1: All documentation will be maintained in accordance with the Florida Public Records Law.

ARTICLE 7: RULES AND REGULATIONS

- 7.1: It is agreed and understood that each member of the Bargaining Unit will be provided with a copy of the Departmental Rules and Regulations formulated subsequent to the execution of this Agreement. All Departmental Rules and Regulations shall be distributed to members within thirty (30) days after formal adoption or as soon as practical thereafter. Employees will sign for their copy of the Rules and Regulations.
- 7.2: One (1) official copy of the Rules and Regulations, Policy and Procedures, and Legal Bulletins, will be kept in the Professional Standards and Compliance Unit and will be available during regular operating hours (8:00 a.m. to 4:00 p.m.), Monday through Friday, for reference. Officers, will be permitted to check their personal manuals during the above mentioned hours.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

- 8.1: There shall be a Labor-Management Committee consisting of four (4) Management Representatives designated by the Police Chief and four (4) Employee Organization members selected by the Employee Organization. The Labor-Management Committee shall meet quarterly upon the request of either party, or at other specific times mutually agreed upon.
- 8.2: The sole function of the Committee shall be to discuss general matters pertaining to employee relations. Employee Organization members serving on the committee shall serve at both the convenience of the Employee Organization and the City. If during working hours, loss of pay shall not be incurred by any member and if said meeting is during employee member's off-duty time, such time shall be non-compensable.

ARTICLE 9: PROMOTIONAL PROCEDURES

- 9.1: Employees seeking promotional positions within the Bargaining Unit shall be examined and appointed in accordance with the Civil Service System of the City of Hollywood.
- 9.2: Procedures for the administration of exams:
- a) Promotional examinations will be administered once every two years in September, on the Friday following Labor Day;
 - b) Announcements of the examinations will be posted by May 1st of the calendar year of the examination;
 - c) Cut-off date to meet minimum eligibility requirements will be the September 1st immediately preceding the test date.
 - d) The effective date of the eligibility list resulting from the examination will be the October 1st immediately following the test administration;
- a) The eligibility list will expire on the last day in September, two years following the test administration.
- 9.3: Education and seniority bonus points as outlined below will remain in effect for the duration of this Agreement:
- b) Sergeant qualification requirements will include five (5) years of continuous service with the City of Hollywood as a Sworn Officer to be eligible to take the Sergeant examination. Seniority points will begin accumulating from the date of hire and will be capped at twenty (20) years of service for a total accumulation of five (5) points (one-quarter point for each year).
 - c) Lieutenant qualification requirements will include eighteen (18) months of continuous service with the City of Hollywood as a Sergeant plus an Associate Degree or sixty (60) semester hours of college credit to be eligible to take the Lieutenant's exam. Seniority will begin accumulating from the date of promotion to Sergeant and will be capped at twenty (20) years of rank of service as Sergeant for a total accumulation of five (5) points (one-quarter point per year).

- d) Education points will be calculated at one-half point per fifteen (15) credit hours earned. Credits will be capped at one hundred twenty (120) credit hours for four (4) points. An additional one (1) point will be given for a Master Degree and one (1) point for a Doctorate Degree or Ph.D. Total education points will be capped at six (6).
- e) After the final score, and any applicable educational points and all applicable seniority points have been added to establish a final combined score, the Chief of Police shall select a candidate from the highest three (3) different scores. Same scores, or "ties", are considered one score.

9.4: Vacancies in approved, budgeted positions shall be filled within thirty (30) calendar days from the date of the vacation of the position. Failure to fill vacancies based on budgetary considerations or in exceptional circumstances occasioned by a vacancy resultant from disciplinary procedures shall not be considered violative of this section.

9.5: Candidates will remain on the eligibility list for its duration, without regard to the number of times the candidate is considered.

ARTICLE 10: MANAGEMENT SECURITY

- 10.1: The Employer and the Union recognize the mutually beneficial effects of a harmonious and cooperative relationship between said parties, and agree to comply diligently and fully with the requirements of the Florida Public Employee Relations Act.
- 10.2: There will be no strikes, work stoppages, slowdowns, boycotts, job actions or other concerted failure or refusal to perform assigned work by the Employees covered by this Agreement.
- 10.3: Recognizing that Florida law prohibits the activities enumerated in Section 2 above, the parties agree that any such Employee who participates in or promotes a strike, work stoppage, job action, or failure or refusal to perform assigned work, may be discharged or otherwise disciplined by the City, subject to the appellate procedures as outlined in the Grievance and Arbitration Article.
- 10.4: It is recognized by the parties that activities enumerated in Sections 2 and 3 are contrary to the ideals of professional Public service and to the City's overall community responsibility, and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive or other legal and/or equitable relief in any court of competent jurisdiction.
- 10.5: For the purpose of this Article, it is agreed that the Employee Organization shall be responsible and liable for any act committed by its elected officers or agents.

ARTICLE 11: MANAGEMENT RIGHTS

11.1: The Union and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, except as otherwise limited by this Agreement, reserves the exclusive right to:

- a) Decide the scope of service to be performed and the method of service;
- b) Hire, fire, demote, suspend or otherwise discipline for just and proper cause, promote, layoff, and determine the qualifications of employees;
- c) Transfer employees from location to location and from time to time;
- d) Rehire employees;
- e) Determine the starting and ending time and the number of hours and shifts to be worked, subject to Article 12, Work Week and Overtime;
- f) Merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City, good business judgment makes such curtailment or discontinuance advisable;
- g) Control the use of equipment and property of the City;
- h) Schedule and assign work to the employees and determine the size and composition of the work force;
- i) Determine the services to be provided to the public, and the maintenance procedures, materials, facilities and equipment to be used and to introduce new or improved services, maintenance procedures, materials;
- j) Formulate and revise rules and regulations, provided same are not inconsistent with this Agreement; or do not impact on mandatory subjects of bargaining;
- k) Have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above, including the right to make unilateral changes.

11.2: It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by

employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. The City will notify the Union as early as practicable of the City's intent to contract and/or subcontract any existing or future work where such action would directly affect and result in layoff of employees covered by this Agreement. This does not imply any limitation to the City's right to contract and/or subcontract out such work. If a decision is made to contract out or subcontract work, any reduction in force will be handled insofar as practicable through attrition and/or transfer to other positions, and/or hiring of employees affected by the successor agency in comparable jobs.

- 11.3: The above rights of the City are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the City in its capacity as management. Any of the rights, powers, and authority the City had prior to entering this Collective Bargaining Agreement are retained by the City except as specifically abridged, delegated, granted or modified by this Agreement.
- 11.4: If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 12: WORK WEEK AND OVERTIME

- 12.1: Forty (40) hours shall constitute a normal work week, consisting of five (5) eight-hour or four (4) ten-hour days. Under all circumstances, when organizationally feasible, members of this Bargaining Unit shall be entitled to a minimum of two (2) consecutive days off after each forty (40) hours of service.
- 12.2: Schedules shall consist of:
- a) Road Patrol Day shift: 5/8 schedule with rotating days off;
 - b) Road Patrol Afternoon shift: 4/10 schedule with rotating days off;
 - c) Road Patrol Midnight shift: 4/10 schedule with rotating days off;
 - d) Personnel assigned to the Street Crimes Unit, Bicycle Unit, Marine Patrol, Motors, Traffic Homicide Unit, Neighborhood Team Leader (NTL), Special Events, Internal Affairs, Personnel and Training, and Professional Development shall not be bound to the above schedules, and their schedules may be adjusted as required by the Department.
 - e) A 4/10 work schedule will be made available to the following specialty units, provided however, that these employees may be returned to a 5/8 work schedule for up to a thirty (30) day period when deemed operationally necessary as determined by the Police Chief:
 - i. CID Investigative Services, but excluding SROs, and excluding any employee assigned to any Federal, State or Local task force.

Shift Selection

It is agreed that the Police Chief has the right to determine the amount of personnel on each shift within the COP Division. The Police Chief will fill at least 75% of the vacancies for a given shift for Officers and at least 50% of vacancies for a given shift for Sergeants and Lieutenants by seniority subject to the following conditions:

- a) Shift picks will commence in October of each year. A designated window period will be formally announced in order to allow members to bid for the three different patrol shifts. It is the sole responsibility of each Officer to be available for the bidding period. Officers who miss the bidding period will be subject to being placed on a shift without consideration to seniority.
- b) After shifts are chosen, the initiation of the new schedule will be during the first two weeks of January of each year.
- c) Those members coming into the COP Division from an outside Unit or Division can choose a shift. No "bumping" will be allowed.

However, an adjustment period will occur every June in order to facilitate the request of those members coming into the COP Division. Members within the COP Division cannot re-bid for a new shift until October, which will be effective, January of the following year. Exceptions can only be granted by the Police Chief or his designee.

- d) The Police Chief shall reserve the right to alter the provisions of this article when situations arise that could create a negative impact within the organization such as conflicts of interest, workplace diversity, nepotism, or other serious personnel issues. The Police Chief or his designee shall meet and confer with the President of the PBA or his designee should any member of the Department directly affected by any alteration of this provision request such a meeting. It is agreed that with regard to members who are negatively affected due to the above (conflicts, nepotism, etc.) the member with the least seniority, when appropriate, should be considered first for the involuntary transfer.
- e) At any time during the term of this agreement the Police Chief or the Union may, with thirty (30) days' notice, open any section of 12.2 to renegotiate said article.

12.3: Nothing herein shall guarantee any member payment for a forty (40) hour week unless the member actually works his forty (40) hours, or his actual hours worked and his authorized compensated leave total forty (40) hours. Authorized compensated leave shall mean leave compensated under the provisions of this Agreement or under existing City policy.

12.4: Hours actually worked in excess of the regular forty (40) hour work week shall be compensated at the rate of time-and-one-half the member's regular straight-time rate or, if appropriate, the equivalent in compensatory time; provided, however, that no member shall receive straight time, overtime or compensatory time for time spent in correcting work, which had been assigned and was improperly performed during the member's normal work day. Further, nothing herein shall require the payment of time-and-one-half or the equivalent in compensatory time when an insubstantial amount of time, defined as fifteen (15) minutes or less, is worked in excess of the normal work day. Overtime opportunities will be distributed among employees in the same rank and work assignment in a manner that is fair and equitable within the requirements of operational needs, except that this provision regarding the distribution of overtime opportunities shall not apply to or include employees who are serving in a probationary period as defined in Article 33. A labor management committee will be formed to develop an overtime policy to accomplish this goal. Any grievance filed regarding the distribution of overtime may be taken only to the City Manager level of the grievance procedure for a final and binding decision, and no such grievance shall be subject to the arbitration provisions of the grievance procedure.

- 12.5: If a member of this Bargaining Unit is called out to work at a time outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of time-and-one-half his regular rate of pay, and time-and-one-half his regular straight time rate for each additional hour beyond the initial three (3) hours or, if appropriate, the equivalent in compensatory time. However, a member who has not worked a forty (40) hour work week will be compensated for the call-out rate at his regular straight time rate. Call-out rates shall apply to each successive incident whereupon a member is called to duty outside his normal working hours. Called out to work means that the officer must actually appear at his regular or assigned duty station in proper uniform/apparel for such assignment; mere response to a telephone call or conversation by phone does not substitute for actual appearance at duty station.
- 12.6: Where the member is required to appear, while off-duty, as a subpoenaed witness in Federal, Circuit or County Courts, or at depositions or statement sessions where such proceedings involve pending criminal cases or civil cases, the minimum call-out rate of three (3) hours at time-and-one-half shall apply; provided, however, no member shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. Officers who are required to appear while off-duty, as a subpoenaed witness in a Federal, Circuit or County Courts, or at depositions or statement sessions where such proceedings involve pending criminal cases or civil cases, within one hour of the beginning of their regularly scheduled shift will not receive the three hour minimum compensation referred to above; rather, these Officers will be entitled to a minimum of one hour of compensation at time-and-one-half for such Court appearance. Officers on extended standby shall be paid as required by the Fair Labor Standards Act. In the event that the provisions of the Fair Labor Standards Act do not require Officers to be paid for "extended standby", Officers shall receive pay or compensatory time at straight time rates. The decision to provide pay or compensatory time shall be within the discretion of the Chief or his designee and shall not be grievable or arbitrable.
- 12.7: Where a witness or subpoena fee is received by a member for an off-duty appearance, and said member is entitled to call-out pay in accordance with Section 12.6 (above), said fee or its equivalent shall be presented to and become the property of the City.
- 12.8: No supervisory official shall take action to cause the non-payment of straight time, time-and-one half, or compensatory time in circumstances wherein a member covered by this Agreement has performed work, which entitled him to such payment. However, nothing herein shall restrict the City or the Department from altering work schedules, with five (5) working days' notice whenever practical, excluding emergencies, or taking any other action to reduce the number of overtime, court time, or call-out hours worked by the members covered by this Agreement.

12.9: **Compensatory Time**

- a) The allocation of compensatory time will be exclusively determined by the City to a maximum accrued balance of eighty (80) hours per employee.
- b) Compensatory time shall be utilized at the request of the employee upon five (5) working days' notice, subject to the approval of the Chief or his designee whose approval shall be final. Provided, however, the use of compensatory time does not mitigate minimum staffing requirements beyond a reduction of two Officers, and the use of said compensatory time does not unduly disrupt the operations of the Police Department or impose an unreasonable burden on the Department's ability to provide Police services of acceptable quality and quantity to the public.
- c) Upon termination for any reason including retirement, all unused compensatory time shall be paid in accordance with the provisions of the Fair Labor Standards Act.

12.10: The City and the PBA recognize the F.L.S.A. The parties are desirous of maintaining the provisions of compensatory time as negotiated in the labor contract. However, if the F.L.S.A. mandates regulations contrary to the contract and no discretion is available in its implementation, the parties will recognize the provisions of the F.L.S.A.

12.11: Effective October 1, 2009, the blood time credit benefit shall be discontinued and no additional blood time may be accrued as of that date. Any member who has accrued blood time as of October 1, 2009, shall be entitled to maintain that accrued time and thereafter use it consistent with the current approval requirements, or be paid for that accrued blood time upon termination or entry into DROP at the member's current rate of pay.

ARTICLE 13: POLICE OFFICER'S BILL OF RIGHTS

- 13.1: The Police Officer's Bill of Rights, Florida Statute 112.532, is incorporated herein in its entirety as a part of this Collective Bargaining Agreement. Should the statute be amended during the term of this Agreement, such amendment shall automatically be incorporated herein.

ARTICLE 14: LIFE AND HEALTH GROUP BENEFITS PLAN

- 14.1: The City agrees to provide group health coverage for its regular full time employees. Co-pays are \$40.00.
- 14.2: The cost for all Bargaining Unit members for the health medical plan will be as follows (Dependent Coverage costs are added to the Employee Coverage cost):
- Beginning October 1, 2009
Employee Coverage \$45.00 bi-weekly.
For one Dependent Coverage add \$65.00 bi-weekly for a total biweekly payment of \$110.00).
For two or more Dependent Coverage add \$100.00 bi-weekly (for a total biweekly payment of \$145.00).
- Beginning October 1, 2010
Employee Coverage \$50.00 bi-weekly.
For one Dependent Coverage add \$70.00 bi-weekly (for a biweekly total payment of \$120.00).
For two or more Dependent Coverage add \$105.00 bi-weekly (for a biweekly total payment of \$155.00).
- Beginning October 1, 2011
Employee Coverage \$55.00 bi-weekly.
For one Dependent Coverage add \$75.00 bi-weekly (for a biweekly total payment of \$130.00).
For two or more Dependent Coverage add \$110.00 bi-weekly (for a biweekly total payment of \$165.00).
- 14.3: Upon retirement (terminating employment) members shall have the option of continuing under the City's health plan with no cost for single coverage, however they shall pay for the full cost of dependent coverage. Effective June 26, 2003, any vested member who leaves/left service with the City on or after that date prior to becoming eligible to draw retirement benefits, must continue health coverage through COBRA and must thereafter become eligible to collect retirement benefits from the City during the COBRA coverage in order to be eligible for continued health coverage per this section. Any such member who did/does not follow this criteria shall not be eligible for continued health coverage. Any vested member who retired prior to June 26, 2003 before becoming eligible for retirement benefits will be eligible for health coverage under this section at such time the member becomes eligible to collect retirement benefits from the City.
- 14.4: The City shall provide a dental insurance plan for its regular full-time employees and such dependents meeting eligibility requirements thereof at a total cost not to

exceed \$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.

14.5: Retiree Health Savings Accounts

- a) Effective after October 1, 2006, tax deferred retiree health savings accounts were created, subject to applicable tax laws, for active employees. The City initially paid ten dollars (\$10.00) per month into each account. Each employee was initially required to pay at least ten dollars (\$10.00) per month into their respective account.
- b) Effective on October 1, 2009, the following fixed/regular contributions shall be made each month into the employee's tax deferred health savings account, based on the employee's years of service, by the City and by each employee:

Under 10 years of service: Zero

From 10 to 19 years of service: \$10.00 per month

20 or more years of service: \$25.00 per month

14.6 Effective upon the ratification date of the 2012-2014 Agreement, the City shall create a Flexible Spending Account (FSA) for each employee, with the following amounts made available to each employee each calendar year thereafter, which will be based on the number of dependents the employee has on the City's health plan: \$200 for single coverage; \$300 for single plus one dependent; and \$500 for single plus two or more dependents. Employees who are not covered by City health insurance shall have access only to the single coverage amount (\$200) in an FSA. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved medical expenses, with unused amounts being returned to the health fund for use in funding FSA accounts the next year. The FSAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations.

ARTICLE 15: GRIEVANCE PROCEDURES AND ARBITRATION

- 15.1: The parties recognize that State Law, Court decisions, and Attorney General's opinions favor collective bargaining relative to the general scope of wages, hours, and working conditions. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is further agreed and understood by the parties that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover both grievances involving the application or interpretation of this Agreement and grievances involving discharge, suspension, demotion or any other adverse personnel action against a member covered by this Agreement.
- 15.2: Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should either party fail to observe the time limits as set out in the steps of this Article, the grievance will automatically be processed to the next step of the procedure.
- 15.3: Grievances shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances.

Step 1:

The member shall first take up his grievance with his immediate Supervisor within ten (10) days of the occurrence of the event (s), which gave rise to the grievance. Such meeting between the member and his immediate Supervisor shall be on an informal and oral basis and, within five (5) days thereafter, the immediate Supervisor shall respond in writing to the member presenting the grievance.

Step 2:

Any grievance which cannot be satisfactorily settled with the immediate Supervisor shall be reduced to writing by the member and presented to the Police Chief or his designee within ten (10) days after the immediate Supervisor's response is due. This shall be done either through a representative of the Employee Organization or by the member himself at the member's option. The grievance shall be discussed in a meeting by and between the member (or a representative of the Employee Organization) and the Police Chief or his designee within five (5) days from submission of the written grievance. The Police Chief or his designee shall within ten (10) days after this meeting, render his decision in writing, with a copy to the Employee Organization.

Step 3:

In the event the member is not satisfied with the disposition of the grievance in Step 2, the member shall have the right to appeal the Chief of Police's decision to the City Manager or his designee within five (5) days of the date of issuance of the Chief of Police's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the member, or at the member's option, a representative of the Employee Organization, requesting that the Chief of Police's decision be reversed. The City

Manager or his designee, shall within ten (10) days of the filing of the appeal (or some longer period of time as is mutually agreed upon), render his decision in writing with a copy to the Employee Organization.

- 15.4: Where a grievance is general in nature, in that it applies to a number of members rather than a single member, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in Step I. The grievance shall be signed by the aggrieved members or a representative of the Employee Organization. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3.
- 15.5: The parties, recognizing that the public policy and prevailing law permit certain provisions of this collective bargaining agreement (i.e., the Grievance Procedure), to supersede general legislation, special legislation, and local ordinances and desiring to give this collective bargaining agreement the maximum force and effect, do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation or application of any provision of this Agreement or any matter involving discharge, suspension or demotion against any member covered by this Agreement. A grievance over discharge, suspension or demotion, shall be filed directly with the Chief of Police at Step 2 of the grievance procedure, within the same time limits as for the initial filing of a grievance at Step I. The arbitration procedure set forth below shall also apply. Probationary employees shall not have the right to utilize the grievance procedure.
- 15.6: In the event a grievance processed through the grievance procedure set forth above has not been resolved, either party shall file simultaneously, within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance, a demand for arbitration upon the City Manager or his designee and a request to the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.
- 15.7: The City and the member (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a

grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.

- 15.8: The parties shall make their choice of the arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing. The Arbitrator's award is both final and binding on all parties.
- 15.9: Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be paid by the party that does not prevail; except that in disciplinary appeals, if the arbitrator modifies the penalty, then the arbitrator's bill shall be equally shared by the parties. Expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript shall bear the cost of such transcript unless both parties mutually agree to share said cost.
- 15.10: The grievance and arbitration procedures set forth herein shall have no application to the resolution of disputes between the parties concerning the terms of a new collective bargaining agreement to replace this Agreement. Disputes or grievances concerning shift transfers shall not be subject to the grievance procedure or arbitration.
- 15.11: All reference to "days" stated in this Article shall mean calendar days.

ARTICLE 16: WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

- 16.1: An employee, 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 eight (8) weeks. The amount of supplemental compensation shall be the difference between the employee's gross pay (including educational incentive, but excluding uniform allowance, other premiums and overtime) which the employee would otherwise receive and the amount of the employee's weekly worker's compensation benefit. Effective March 1, 2005, such employees will no longer receive a separate benefit check from the City's third party administrator. As a result, employees will no longer be paid a separate supplemental compensation check under this section, but will instead receive a full paycheck (based on gross pay as stated above) from the City on a bi-weekly basis for a period of eight (8) weeks while in workers' compensation status under this article. Subsequently, at the end of the eight (8) week period, unless there is an extension of supplemental pay as provided for in Section 16.2, any employee still in a workers' compensation status under this section will receive a check from the City's third party administrator in the amount provided under the workers' compensation law.
- 16.2: This supplemental benefit may be extended beyond the eight (8) weeks provided in Section I hereof by the City Manager or his designee, upon recommendation by the Chief of Police or his designee, for as long as the employee is unable to perform the employee's regular job duties or until the employee receives a disability retirement pension, whichever occurs first. In the event an employee receives a disability pension in addition to workers compensation benefits, the amount of the pension shall be reduced to the maximum extent permitted by law.
- 16.3: Should the City Manager, or his designee, not grant the full eight (8) weeks supplemental benefit provided by Section I hereof, or not extend the benefit as provided by Section 2 hereof, the City Manager, or his designee, shall give the employee at least one week's notice prior to curtailing the employee's benefits. The City's decision to curtail the supplemental benefits or not to extend said benefits shall be subject to the grievance and arbitration provision of this Agreement starting at Step 4 of the grievance and arbitration procedure. The parties further agree that should such a dispute go to arbitration, the arbitration procedure shall be expedited and the arbitrator shall be requested by both parties to make a prompt award without a written opinion.

ARTICLE 17: MILITARY LEAVE OF ABSENCE

- 17.1: Military Leave of Absence shall be in accordance with applicable Federal and State Laws.
- 17.2: Employees covered by this Agreement who are Commissioned Reserve Officers or Reserve Enlisted Personnel in the United States Military or Naval Service, or members of the Florida State National Guard, shall be entitled to leave of absence without loss of pay from their respective duties for such time as they shall be ordered to military service of field training status, for a period not to exceed seventeen (17) working days in any one annual period.
- 17.3: The affected employee will present his request for leave, together with his military orders, to the Chief of Police or his designee as soon as practicable following receipt of said orders.

ARTICLE 18: FAMILY MEDICAL LEAVE

18.1: The employer will grant a leave of absence to employees that have completed twelve (12) months of continued employment. Generally, a leave of absence will be granted for one or more of the following reasons:

- a) The birth of an employee's child;
- b) The placement of a child with the employee for adoption or foster care;
- c) The employee's need to care for a child, spouse, or parent who has a serious and debilitating health condition; or
- d). The employee's non-work related inability to perform the functions of an assigned position because of a serious and debilitating health condition.

The above is intended to provide general guidelines. Other unavoidable circumstances may also constitute a proper leave of absence.

18.2: A leave of absence may be granted to maintain continuity of service in instances where the circumstances listed above require an employee's absence from work. Employees requesting a leave must provide the City with appropriate documentation that is acceptable to the Police Chief or his designee. A leave of absence will not be granted for more than twelve (12) workweeks. However, for female employees, a maternity leave of absence may be granted for a period of four (4) months.

ARTICLE 19: SERVICE AWARDS

- 19.1: The City will provide awards for outstanding service (i.e. saving a life). These awards will be in the form of medals or campaign ribbons, and Officer of the Month awards, whichever the City deems appropriate.
- 19.2: Such presentation will be made at a regular City Commission meeting. Attendance at such event shall be without compensation if the Officer receiving the award is off duty.

ARTICLE 20: ASSIGNMENT PAY

- 20.1 Members assigned the following duties shall receive a five percent (5%) increase above their base rate of pay as assignment pay:
- a) Detectives/Investigators (SCU, THI, Investigative Services, IA, and Personnel).
 - b) Motorcycle Unit .
 - c) Field Training Officer (FTO), but only while actually assigned and performing FTO duties.
 - d) Training and Professional Development Unit.
- 20.2 Members assigned the following duties shall receive a two and one-half (2.5%) increase above their base rate of pay as assignment pay:
- a) School Resource Officers (SRO).
 - b) Neighborhood Team Leaders (NTL).
 - c) Marine Patrol.
 - d) Bicycle Unit.
- 20.3 Members assigned the following duties shall receive a five percent (5%) increase above their base rate of pay as shift differential pay:
- a) Road Patrol Officers assigned to the midnight shift (Alpha Shift).
 - b) Canine Officers who work the majority of their assigned hours on the midnight shift (Alpha Shift).
- 20.4 Members assigned the following duties shall receive a two and one-half percent (2.5%) increase above their base rate of pay as shift differential pay:
- a) Road Patrol Officers assigned to the evening shift (Charlie Shift).
 - b) Bicycle Unit who work the majority of their assigned hours on the evening shift (Charlie Shift).
 - c) Canine Officers who work the majority of their assigned hours on the evening shift (Charlie Shift).
- 20.5 In consideration for training, maintenance and care of the Police Canine assigned to each Police Canine Officer, those Officers will be paid two (2) hours of overtime for each forty (40) hour assignment (excluding vacations), and will assigned to work a four (4) day, nine (9) hour work-shift schedule. Police Canine Officers will also be reimbursed for veterinary and kennel fees. The decision to kennel a Police Canine must be approved by the Division Major or his/her designee. The City and the PBA (on behalf of the Police Canine Officers) agree that these benefits and additional compensation represent a reasonable and complete agreement for payment to Police Canine Officers for time and effort spent caring for their assigned Police Canine.

ARTICLE 21: WORK AT A HIGHER RANK

- 21.1: Bargaining Unit members temporarily assigned to perform all the duties of a higher rank within the Department shall receive a five percent (5%) increase above their base rate.
- 21.2: The provisions of this article shall not apply to assignments of less than eight (8) hours.

ARTICLE 22: EMERGENCY FOOD AND SUPPLIES

- 22.1: In the event of a hurricane or other natural disaster or some unusual condition wherein the City Manager declares it to be an emergency, the City will make every reasonable effort to provide food and/or necessary supplies to any employee covered by this agreement who:
- a) Works six or more continuous hours beyond his normal work day or shift;
 - b) Is called back after having completed his normal work day, and works six (6) or more continuous hours.
 - c) The City will make every effort to assure that all Officers have a reasonable amount of time to secure their homes and property, subject however to the overriding needs of the Community.

ARTICLE 23: MAINTENANCE OF EXISTING POLICY - PREVAILING RIGHTS

- 23.1: All benefits of employment specifically included or specifically referred to in this Agreement, in addition to and including those stated or referred to in Section 2, below, shall be maintained in full force and effect for the duration of this Agreement.
- 23.2: The City will maintain its existing policy with respect to: defense of lawsuits, open door policy with respect to meeting with the Police Chief; meal breaks and break times; locker and shower rooms; gymnasium (if space available); equipment and supplies such as ammunition, pens, batteries and radios, parking to the extent space is or can be made available; and to other similar amenities as are currently in effect. These provisions shall not conflict with any contract articles, specific provisions of which shall prevail.

ARTICLE 24: LEAVES OF ABSENCE

- 24.1: A permanent employee member of this Bargaining Unit may request a leave of absence without pay:
- a) For personal sickness or disability; or
 - b) To engage in a full-time course of study; or
 - c) For other good and sufficient reasons which are considered to be in the best interests of the City of Hollywood service.
- 24.2: Leave of Absence Without Pay (supra, Sec.1) may be granted by the Chief of Police, in his sole discretion, for a period not to exceed 120 days.

ARTICLE 25: VEHICLE AND SAFETY EQUIPMENT

- 25.1: The City will make a good faith effort to maintain police vehicles, safety equipment and police facilities in safe working order.
- 25.2: The City will replace vehicles as often as it deems necessary and provided it has the necessary budgeted funding earmarked for such replacement.
- 25.3: The City will ensure that City Vehicles will be cleaned of bio hazardous fluids by a certified company or one that meets OSHA standards.
- 25.4 The parties agree that vehicles will be kept and maintained in an operationally safe manner. Any grievance filed regarding the operational safety of a vehicle may be taken only to the City Manager level of the grievance procedure for a final and binding decision, and no such grievance shall be subject to the arbitration provisions of the grievance procedure.

ARTICLE 26: ANNUAL LEAVE

- 26.1: Employees covered by this Agreement shall upon completion of continuous years of service, earn Annual Leave (vacations) at the following rate:
- a) 1 to 7 years - 80 hours/year
 - b) 8 to 10 years - 104 hours/year
 - c) 11 to 15 years - 128 hours/year
 - d) 16 to 20 years - 144 hours/year
 - e) 21 years and over - 168 hours/year
- 26.2: Any member covered by this Agreement may request his vacation paycheck in advance of his scheduled annual vacation leave by submitting a written request to the City Payroll Department no later than three (3) weeks prior to the commencement of his annual vacation leave.
- 26.3: Not later than August 1st of each calendar year, an employee may elect to redeem up to a maximum of forty (40) hours of the unused annual (vacation) leave. Payment for such redemption to be made by or before September 10th following the redemption request.
- 26.4: If an employee's scheduled vacation is involuntarily canceled due to the City's personnel needs, occasioned by civil disorder or emergency, the employee shall be permitted to reschedule at a mutually agreeable time, without regard to the constraints of Resolution #74-133. If a rescheduled time cannot be mutually agreed upon, the City shall redeem that period of scheduled vacation time that had been cancelled.
- 26.5: No employee covered by this Agreement shall receive a benefit greater than those provided in this Article without regard to any current or prior inconsistent practice.

ARTICLE 27: UNIFORMS AND UNIFORM CLOTHING
MAINTENANCE ALLOWANCE

27.1: Initial uniform issue supplied by the City for all sworn personnel consists of the following:

<u>Quantity</u>	<u>Item Description</u>
1 each	Ballistic Vest w/cover
1 each	Winter Jacket w/liner
1 each	Baseball-style cap
1 each	Breast Badge
1 each	Handcuffs
1 each	ASP
1 each	Name Pin
1 each	Flashlight
1 each	Rain Suit/Coat, including boots
6 each	Short or long sleeve shirts
5 pair	Trousers
1 Service Weapon	Including (3) Magazines
37 rounds	Service Weapon Ammunition
1 each	Chemical Agent

27.2: Addition to initial uniform issue supplied by the City for specialized sworn personnel consists of the following:

<u>Assignment</u>	<u>Quantity</u>	<u>Item Description</u>
Motor Officer	5 each	Trousers
K-9 Officer	5 each	Coverall
Motor Officer	1 each	Helmet
Motor Officer	1 pair	Boots

27.3: Upon promotion, the following will be issued (as applicable):

<u>Quantity</u>	<u>Item Description</u>
6 sets	Sergeant Chevrons
1 set	Sergeant Collar Insignia
1 set	Lieutenant Bars

27.4: Replacement of issue items on a turn-in, reissue basis, will be furnished by the City, limited to the following items and quantities only. Additional replacements may be made on an as needed, turn-in, reissue basis, case-by-case, as determined by the Chief of Police or his designee.

<u>Quantity</u>	<u>Item Description</u>
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3 each per year	Short sleeve or long sleeve
3 pair per year	Trousers

- 27.5: All newly hired Officers will be issued a complete set of leather or nylon items as required by the Department Manual. Repair or replacement of leather or nylon items for current Officers will be made by the City as needed as these items are required and specialized. There shall be one \$50.00 shoe reimbursement per member, per fiscal year (October 1st through September 30th). This benefit will be paid either by voucher to the supplier or to the individual member at the discretion of the City.
- 27.6: The City will maintain and repair city-supplied service weapons, certified by the Department Range Officer as needed. Maintenance and repair of personal weapons will be the responsibility of the Officer.
- 27.7: The City will repair or replace Officer's personal prescription eyeglasses or wristwatches, damaged, destroyed or lost in the line of duty, up to a maximum cost of \$125.00 each. The City will not be responsible for repair or replacement of Officer's personal prescription eyeglasses or wristwatches, damages, destroyed or lost due to the Officer's own negligence, nor for non-prescription sunglasses for any reason.
- 27.8: All City property issued to members of this Bargaining Unit must be returned and accounted for, in serviceable condition at the time of resignation, retirement, termination, or any other permanent cessation of services. Those items that are marked as washable will be properly laundered, dried and hung on suitable hangers and covered with clear plastic garment covers. Those items that are marked "dry clean only" will be properly dry-cleaned, hangered and bagged as indicated.
- 27.9: All Uniform members of the Bargaining Unit will receive a uniform maintenance allowance of \$50.00 per month; maintenance shall include all necessary cleaning and/or laundering and repair of garments and/or included accessories.
- 27.10: All members of the Bargaining Unit assigned to non-uniform duty will receive a maintenance allowance of \$75.00 per month; maintenance shall include all necessary cleaning and/or laundering, repair and/or replacement of garments and/or accessories; uniforms, leather, and other accessory items listed in Sections 1, 2 and 3 above, will be retained by the Officer for such occasional use as duty may require, or when or if the Officer should return to regular uniform duty.
- 27.11: No member of the Bargaining Unit may receive both allowances; as detailed in Sections 9 and 10 for the same period of time.

- 27.12: The City reserves the right to issue "Class A" uniforms, components of which shall be determined solely by the Police Chief. Upon such issue, the Police Chief shall publish notice as to when and where such "Class A" uniforms are to be worn.
- 27.13: For those Bargaining Unit members who are required to wear uniforms and from time to time wear plain clothes in the carrying out of their assigned duties for the City of Hollywood, they will receive a maintenance allowance of \$75.00 for any month in which they work a majority of their total duty time in that month in plain clothes; otherwise they will only receive the standard \$50.00 per month all uniformed members are paid.
- 27.14: Upon retirement a member may purchase his/her service weapon for seventy-five dollars (\$75.00).
- 27.15 Any bargaining unit member whose assigned duties require the use of equipment described in this Article but who is on light or limited duty status shall receive said equipment unless otherwise prohibited, or unless the member is on light or limited duty due to a medical and/or psychological condition, or the member is relieved of duty status based on a pending internal affairs investigation.

ARTICLE 28: BEREAVEMENT LEAVE

- 28.1: In the event of a death in the immediate family, an employee will be granted three (3) working days with pay; such leave shall not be charged to sick leave or vacation leave, or any other earned leave, but shall be in addition thereto. The City reserves the right to request proof of death upon employee's return to duty.
- 28.2: Immediate family is defined as:
- a) Father, grandfather or father-in-law
 - b) Mother, grandmother or mother-in-law
 - c) Husband or wife
 - d) Son or daughter, grandchildren, step parents
 - e) Brother or sister
- 28.3: An employee eligible for bereavement leave pursuant to Section 1 of this Article which resulted from a death which occurred, or a funeral which is being held, outside of the State of Florida may apply to the Chief of Police for an additional two (2) days of bereavement leave (total of five).
- 28.4: The application of the benefits of working days being either 8 or 10 hours, and the Chief of Police decision granting or denying the additional two (2) days of bereavement leave pursuant to Section 3, shall be final, and not subject to grievance or arbitration.

ARTICLE 29: SICK LEAVE

- 29.1: Sick Leave is accrued at the rate eight (8) hours per calendar month for each month worked by covered employees. Sick leave shall not accrue during unpaid leaves of absence.
- 29.2: Sick leave used shall be charged against the employee's account on an hour-for-hour basis. Covered employees may not draw against future unearned sick leave.
- 29.3: Employees hired on or before January 31, 1994 have selected one of two options regarding liquidation of sick leave. This one time irrevocable choice has been placed in the employee's personnel file, which will constitute the official record.
- 29.4: Employees hired after January 31, 1994 that subsequently terminate their employment with the City for any reason whatsoever, shall be entitled to liquidate accrued, unused sick leave. Accrued sick leave will be paid at the employee's hourly rate that is in effect on their date of separation or upon entering the Deferred Retirement Option Plan. Liquidation of unused sick leave shall be based upon full years of service and shall be subject to the following maximum limitations:

<u>Yrs of Completed Service</u>	<u>% of Sick Leave Paid</u>
Less than ten (10) years	20%
Ten (10) years or more but less than twenty (20) years or a non-job related disability	40%
Twenty (20) yrs or more or a job related disability	70%

- 29.5: At the employee's discretion, accrued sick time may be donated to another employee within the Bargaining Unit to cover a prolonged or long-time illness/injury absence provided that the donor employee shall have completed not less than five (5) years of continuous service. Such donations shall be on a dollar for dollar basis.

ARTICLE 30: HOLIDAYS AND HOLIDAY PAY

30.1: The following legal holidays shall be observed in the manner indicated in Section 2 below:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Employee's Birthday: The Birthday holiday shall be taken at the discretion of the employee with the consent of the Employee's Supervisor, provided the Employee shall not receive the holiday more than one (1) week prior to the actual Birthday.

30.2: All members covered by this Agreement shall receive eight (8) hours of holiday pay or time, at the option of the employee, to be added to annual leave (except for the one-half days - then four (4) hours) as each designated holiday occurs. Members shall not receive any other compensation for the designated holiday; whether they are on or off duty on the actual holiday date is immaterial.

30.3: Each member covered by this Agreement is entitled to one (1) personal day off per calendar year. This personal day may be taken at the convenience of the employee, provided he submits his request to the Police Chief or his designee, not less than twenty-four (24) hours in advance of the beginning of the requested personal day off. Such request may be deferred by the Chief due to Departmental work requirements. The personal day may not be carried forward or accumulated from year to year.

30.4 In each of the two (2) fiscal years covered by the 2012-2014 Agreement, each employee shall be entitled to one additional work day of administrative "use it or lose it" time off. This administrative leave is subject to the same request and approval requirements of personal days in Section 30.3. This "use or lose it" day off must be used before December 31, of the next calendar year (e.g., the day issued on October 1, 2012 must be used on or before December 31, 2013, etc.). This "use it or lose it" administrative day cannot be carried over beyond the applicable expiration date and it cannot be converted to any other leave or paid out at any time, including upon termination or retirement.

ARTICLE 31: SENIORITY

- 31.1: The term "rank" when used, in this Article, shall mean Police Officer, Police Sergeant, and Police Lieutenant respectively. Rank Seniority shall be determined by date of appointment to respective ranks. If two or more employees attain rank seniority on the same date, seniority standing shall be determined by the test score used to establish their present rank. If the test score is the same, the date of application for employment with the Police Department will determine seniority status.
- 31.2: In the event of a layoff for any reason employees shall be laid off in the inverse order of Rank Seniority in the affected rank(s). Employees who are to be laid off who have advanced to their present rank from a lower rank in which they held a permanent appointment, shall be offered a position in a lower rank for which the Employee is qualified. Seniority in the lower rank shall be established according to the date of the employee's permanent appointment to that rank. Employees who do not accept a lower rank shall be terminated. Employees shall be reinstated according to seniority in the rank from which the employee was laid off. Employees who do not accept reinstatement shall be terminated.
- 31.3: Vacations shall be picked by rank seniority among members of each rank in each Section, Unit or Division of the Police Department according to total accumulated time in rank within the Department. The Chief of Police shall have the sole right to determine how many members of each rank can be on vacation at any one time within each Section, Unit or Division of the Police Department. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any event of disaster or emergency.
- 31.4: Seniority shall continue to accrue during all paid absences or leaves. Leave of absence without pay, for any reason, shall cause this date to be adjusted for an equivalent amount of time.
- 31.5: Transfers shall not be used for disciplinary purposes.
- 31.6:
- a) In the event of any permanent break in service occasioned by resignation, retirement, termination, or layoff, seniority credits shall cease; except that in the case of layoff only, if the employee is recalled, all such seniority credits shall be restored as adjusted by the period of absence caused by the layoff.
 - b) If the former employee was a Police Officer, his salary shall be one (1) pay step lower than that on the date of severance.
 - c) If the former employee was a Sergeant or a Lieutenant, his position on rehire shall be as a Police Officer at Step G of the Police Officer paygrade.

- d) The former employee, on rehire in accordance with the above shall be required to serve the standard one (1) year probationary period.

ARTICLE 32: BACK PAY

- 32.1: An employee shall be entitled to recover, without penalty to the City, funds due him by reasons of error in the implementation or administration of the City pay plan and other applicable regulations affecting pay. This shall be done in conjunction with the employee's next paycheck whenever possible.

ARTICLE 33: PROBATIONARY PERIOD

- 33.1: The standard probationary period for all employees shall be one (1) year from either of the following whichever is later:
- a) The date of hire or promotion; or
 - b) The date the employee achieves required education, certification or specialized training.
- 33.2: Upon expiration of the time period as outlined above (Section 1), the Department Head will make a positive or negative recommendation for retention of the employee in the regular service, only at which time the employee shall be granted regular status, or terminated; or in the case of promotion, the employee is returned to his former status.
- 33.3: In the event the Department Head shall inadvertently fail to make such recommendation, the employee's status shall not change, pending that action, not to exceed five (5) working days from the date the action was due.
- 33.4: Failure to pass or complete probation cannot be appealed and is not subject to grievance or arbitration.
- 33.5: In cases where an employee is on probation or promotional probation and is on light duty or extended leave (twelve (12) weeks or longer), the standard probationary period will be extended by the amount of time an employee is absent or unable to fully perform the job.
- 33.6: The City, through the discretionary authority of the Chief of Police and the Director of Human Resources, has the right to place newly hired Police Officers within any step of the pay scale range for Police Officers, based on the newly hired officer's previous law enforcement experience.

ARTICLE 34: PERFORMANCE SERVICE RATING

- 34.1: A permanent employee who has successfully completed probation, and who has received an overall performance service rating evaluation of unacceptable, may request an appeal within ten (10) calendar days of the receipt of the evaluation by making a request in writing to the next higher authority over the rater. Further appeals may be taken through the chain of command up to the Police Chief. The Police Chief will hear the appeal and render a decision in writing, which will be final and binding.
- 34.2: The purpose of any appeal is to:
- a) Determine compliance with Performance Service Rating procedures;
 - b) Determine whether the evaluation should be upheld or not and the reasons for this recommendation.
- 34.3: There shall be no Performance Service Rating evaluation placed in an employee's personnel folder unless they have been first given a copy.

ARTICLE 35: PERSONAL SECURITY

- 35.1: In an attempt to prevent vandalism to personal vehicles of employees, the City agrees to maintain the lighting of the employee parking lot adjacent to the Police Headquarters Building for the purpose of deterring vandalism.
- 35.2: If a personal vehicle is damaged while parked in the Police Department parking lot, any damage claims caused by golf balls from the Orangebrook Driving Range or from falling tree limbs in the Police Parking lot will be submitted to the City's Risk Management Division for investigation. If the Risk Manager agrees that the City should accept the claim(s), the City will pay up to \$250.00 towards the deductible of the employee's insurance policy.

ARTICLE 36: ACCESS TO PREMISES

- 36.1: Non-sworn Union representative (non-City employee) shall be given access to all public areas of the Police Department, and shall be given the use, upon request of the first floor classroom to confer with Bargaining Unit employees.
- 36.2: The provisions of this article shall be used only for grievance (complaint) handling, and not solicitation for membership. The grieving (complaining) Officer shall be held responsible to sign the representative into the building, and escorting and signing him/her out of the building at the conclusion of their meeting. The representative shall not be otherwise permitted to be in any non-public area, unless permitted by the Chief or his designee.

ARTICLE 37: PENSION AND PENSION PLANS

- 37.1: The pension benefits for police officers shall be governed by the Police Pension Plan set forth in Chapter 33 of the Code of Ordinances as amended by City Ordinance No. O-2011-27. Except as provided for in Sections 2, 3, 4, 5 and 6 below, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.
- 37.2: The City agrees to amend the Police Pension Plan Ordinance no later than sixty (60) days after the ratification of this 2012-2014 Agreement to create a new pension benefit called the "Planned Retirement" benefit. The Planned Retirement benefit, as described below, will be retroactive to October 1, 2011, and any employee actively employed by the City (and not participating in DROP) on the date this 2012-2014 Agreement is ratified will be eligible for this benefit as provided in this Article.
- a) In order to be eligible, an employee must submit a written election, on a form created for this purpose, declaring the employee's intent to participate in the Planned Retirement benefit on or within sixty (60) days after reaching the employee's Normal Retirement Date ("NRD"), as defined in the Pension Plan (or within 60 days of the date the Pension Ordinance is amended to add this Planned Retirement benefit if the employee reached his/her NRD before that date). The form will identify the maximum number of years the employee may participate in the Planned Retirement benefit and the employee's latest employment termination date based on the maximum number of years identified.
 - b) An employee who elects to participate in the Planned Retirement benefit shall not exceed 30 years of service with the City, including any time participating in the Planned Retirement benefit. An employee may terminate employment any time prior to reaching the earlier of the Planned Retirement benefit's maximum participation period that is applicable to the employee (as noted in sections 37.2.b.i and 37.2.b.ii, below) or 30 years of service with the City.
 - i. Employees who had at least ten (10) years of service in the former pension plan as of September 30, 2011, are eligible to retire with twenty-two (22) years of service or age 50, and these employees may participate in the Planned Retirement benefit for up to a maximum of eight (8) years.
 - ii. Employees who had less than ten (10) years of service in the former pension plan as of September 30, 2011, are eligible to retire with twenty-five (25) years of service and age 52, or with ten (10) years of service and age 55, and these employees may

participate in the Planned Retirement benefit for up to a maximum of five (5) years.

1. Any employee covered by this paragraph ii who does not reach his/her NRD until after 25 years of service through 30 years of service, and who elects to terminate employment at 30 years of service, may elect then to use up to the past five (5) years to exercise the optional Planned Retirement benefits set forth in Section 37.2.c (below).
 2. For any employee who reaches NRD after 30 years of service, a limited exception to the maximum of 30 years of service requirement for participating in the Planned Retirement benefit will be made in which any such employee who elects to terminate employment upon reaching his/her NRD, at which time such employee may elect to use up to the past five (5) years to exercise the optional Planned Retirement benefits set forth in Section 37.2.c (below).
- c) When the employee terminates employment, the employee shall elect how he/she wishes to receive the Planned Retirement earned. The employee may choose: (1) to take a maximum lump sum payment that would be valued based on all of the years the employee worked after electing to participate in the Planned Retirement benefit (or using the election provided to employees covered by Section 37.2.b ii, above, if applicable); or (2) take a larger final pension annuity payment (meaning a larger annuity than that earned at the Planned Retirement benefit election) based on the years the employee worked after electing the Planned Retirement benefit (or using the election provided to employees covered by Section 37.2.b ii, above, if applicable); or (3) take any combination of a lump sum payment and a pension annuity by dividing the years worked after electing Planned Retirement benefit between a lump sum payment and ongoing annuity payments. Any lump sum payment must be paid out to the employee at termination (i.e., it cannot be left in the Plan).
- d) While participating in the Planned Retirement benefit, the employee shall continue making his/her applicable employee contributions, as provided in the Pension Plan, until termination of employment.
- e) Any employee who has reached NRD and has submitted the written election form to participate in the Planned Retirement benefit shall maintain the right to participate in the Planned Retirement benefit up to the maximum period applicable to the employee has been reached or employment has terminated pursuant to the terms of the Planned Retirement benefit in this Article, and no amendment to the Pension Plan may alter this right.

- f) For any employees who reached NRD between October 1, 2011 and the date the Pension Plan Ordinance is amended to include this Planned Retirement benefit, the time any such employee worked after having reached NRD (on or after October 1, 2011) and the date the employee submits the Planned Retirement benefit election form may be included in the employee's Planned Retirement benefit participation period, provided the member shall not exceed the maximum period of participation set forth in Section 2(b) of this Article.
- g) Any bargaining unit employee who elects to participate in the Planned Retirement benefit shall continue to be subject to termination from employment for just cause as provided in the collective bargaining agreement.
- h) The lump sum payment, if elected, shall be calculated based upon the monthly values of the employee's final pension annuity benefit determined using the employee's credited years of service, Average Final Compensation, and multiplier, as provided in the Pension Plan as of the beginning of the elected Planned Retirement period, plus earnings on such amounts as provided in Section 2 (i) below, subject to the limitations under Section 2 (j) below.
- i) Investment earnings applicable to any lump sum payments shall be calculated in arrears using the net investment rate earned by the Pension Fund on its net assets for each month of creditable service worked during the Planned Retirement Benefit period and applied to the prior pension annuity balance including all prior months of pension credit, including prior monthly earnings. The investment earnings shall be compounded monthly to determine the amount of investment earnings to be credited during each year of the Planned Retirement Benefit period. The aggregate value of the monthly investment earnings calculations will determine the amount of investment earnings to be credited for the Planned Retirement Benefit period. The investment earnings credited to said employee will be net of the investment earnings retained by the Pension Fund per subsection (j).
- j) With regard to any Plan earnings calculated into the member's lump sum payment, there shall be no losses counted in those years that the plan return is negative (no earnings will be credited in such negative years), and in any year where the Plan earnings are greater than 4% (applied monthly at the rate of .327%), the next 2% (applied monthly at the rate of .165%) of Plan earnings (i.e., the annual earnings between 4% and 6%) shall be excluded from the employee's lump sum payment and retained by the Pension Plan to offset unfunded liabilities. All earnings over 6% shall be split between the employee and the Plan until the Plan is 90% funded, at which time the split of earnings over 6% would stop (but earnings between 4% and 6% would continue to remain in the Pension Plan to offset unfunded liabilities), and earnings over 6% would be kept

by the employee. The earnings split over 6% would resume if the Plan drops below 90% funded.

- k) An eligible employee who submits the written election to participate in the Planned Retirement benefit may also elect to cash out his/her accrued sick leave, as provided in Article 29 (Sick Leave), and accrued vacation leave, as provided in Article 26 (Annual Leave); and comp-time accruals, as provided in Article 12 (Work Week and Overtime Off From Duty). This cash-out election may be made only one time on or after the NRD but before the employee's separation from employment, but can be made either on the date the employee submits the written election to participate in Planned Retirement or on any subsequent anniversary of the employee's NRD.
- l) If an eligible employee who has elected and is participating in the Planned Retirement benefit dies during his/her Planned Retirement participation period, then that employee's designated beneficiary (per sections 33.128(D)(1) and sections 33.127(B) and (C) of the Pension Plan Ordinance), or if there is no designated beneficiary, then the employee's estate (per section 33.128(D)(1) of the Pension Plan Ordinance) shall make the election provided in Section 2 (c) above, of the Planned Retirement benefits earned.

37.3: The City agrees to amend the Police Pension Plan Ordinance no later than sixty (60) days after the ratification of this 2012-2014 Agreement to increase the pension multiplier to 3% for all credited service earned on and after October 1, 2011.

37.4: The City agrees to amend the Police Pension Plan Ordinance no later than sixty (60) days after the ratification of this 2012-2014 Agreement to reduce the employee contributions from 9.25% to 8.00%, effective in the first full pay period on or after May 1, 2013.

37.5 The City agrees to amend the Police Pension Plan Ordinance no later than sixty (60) days after the ratification of this 2012-2014 Agreement so that active employees (who are not participating in the DROP) who were vested with ten (10) years of credited service on or before September 30, 2011, shall be provided with a pension multiplier of 3.3% for each year of credited service earned up to September 30, 2011.

37.6: The parties agree that all premium tax refunds available to offset City contribution requirements will be used for that purpose and no other purpose, as determined under current rules and authorized use by the State of Florida Division of Retirement letter to the City dated August 23, 2012. Any premium tax refunds currently held by the Police Pension Plan, including any premium tax refunds that have been or are expected to be received during FY2013 and FY2014, which are not yet assigned to reduce City contributions shall be

applied to reduce City contributions. Consistent with this authorization, the parties agree that the 3% multiplier and the reduction in employee contributions are additional benefits that would be taken into account in determining whether all premium tax refunds offset City contribution requirements.

- 37.7: a) The parties agree that the two (2%) percent wage increase scheduled for April of 2014 in Article 43.3 of this 2012-2014 Agreement is contingent upon continued receipt of at least \$1,111,640.00 in FY2013 and in each year thereafter to offset City contribution requirements.
- b) As a result, the parties agree that if any changes in State Law or any action by the Division of Retirement or the Pension Board eliminates or reduces the annual amount of premium tax refunds below \$1,000,000.00, then the parties agree to reopen Article 43.3 of this Agreement to re-negotiate that two (2%) percent wage increase.
- 37.8: The parties agree that to be eligible for any of the pension benefit enhancements provided in this Article, the employee must be actively employed by the City (and not participating in DROP) on the date this 2012-2014 Agreement is ratified by both parties. The parties agree that the impact statement setting forth the estimated cost of the pension plan amendments must be completed by the pension plan actuary before this 2012-2014 Agreement will be submitted to the City Commission for ratification.
- 37.9: The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to any part of the Collective Bargaining Agreement or the Pension Plan Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive, whether resulting from an award by any tribunal or through settlement of any matter related to such changes, including the pending unfair labor practice charges that are on appeal in Case Number 1D12-3901 and PERC Case No. CA-2011-098 and/or the unfair labor practice charges that are stayed in PERC Case No. CA-2012-216.
- 37.10: As per the provisions of the Hollywood Police Officer's Pension Plan, a member who has been found to be permanently disabled may be assigned to an available light duty position within the Police Department. The City will make available two (2) budgeted positions. As a need arises, future positions maybe budgeted at the City's discretion.
- 37.11: Any spouse of a deceased retiree may continue health care coverage and will be responsible for the entire premium.
- 37.12: If the actuarial assumption rate changes during the term of this Agreement the City may re-open this article with thirty (30) days' notice to the PBA.

ARTICLE 38: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 38.1: It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Agreements, and concluding all collective bargaining during its term, except as otherwise specifically provided in this Agreement. The Union specifically waives the right to bargain during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the other parties at the time this Agreement was negotiated.
- 38.2: It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws, or mandatory Federal or State Laws, or mandatory provisions of the City Charter, such parts shall be renegotiated and the appropriate mandatory provisions shall prevail.
- 38.3: Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid, or unenforceable, by a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet as soon as practical to negotiate substitute provisions of this Agreement.

ARTICLE 39: EDUCATION AND INCENTIVE PAY PROGRAM

39.1: It is the policy of the Police Department to assist permanent full-time Officers covered by this Agreement, where practical and feasible, to participate in training or educational programs designed to strengthen their abilities, which in turn directly benefits the Department by assisting them in performing their duties. In furtherance of this policy, the City shall provide employees certain terms and conditions as follows:

- a) To be eligible to participate in the Educational and Incentive Pay Program, a newly hired member must have achieved permanent status by successfully completing the probationary period. Effective October 1, 2009, employees who are participating in the DROP shall not be eligible for tuition reimbursement.
- b) Members must receive "satisfactory" or better Employee Performance Evaluations prior to the beginning of the course work.
- c) Employees shall only be reimbursed for one job related degree at each level (e.g., one Associates or one Bachelor's or one Master's level degree).
- d) Employees shall be limited each fiscal year to a maximum total of \$1,800.00 annually for tuition reimbursement costs.
- e) Employees who receive benefits under this program, who voluntarily leave the City's employment within two (2) years of receiving such benefit, shall be responsible for reimbursing the City for the entire cost of the benefit.
- f) The City Manager retains the discretionary authority to further limit or discontinue the tuition reimbursement program at any time in a fiscal year based on the availability of funds.

39.2: Members will be eligible for City reimbursement for the costs of books and tuition in the following manner:

- a) In order to be considered for the Educational and Incentive Pay Program, all course work must be properly approved prior to the beginning of the class by the Police Chief.
- b) Members desiring reimbursement must submit a written request for approval from the Chief of Police.
- c) Reimbursement will be for courses leading to college or post graduate degrees. Reimbursement may be provided for on-line coursework for core courses required by a residential degree program. Tuition will not be

reimbursed for total on-line degree programs and/or on-line degree program electives.

- d) The refund amount payable shall be based upon the fee schedule of a State of Florida's public university or college at the time the course is completed, regardless of the fact that the member may be attending a private educational institution.
- e) When a member completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the Chief of Police. The reimbursement procedure for law enforcement related courses will consist of the following:
 - 1. 100% reimbursement when a grade of "A" or "B" is earned.
 - 2. 100% reimbursement for successfully completing pass/fail courses.
 - 3. 50% reimbursement when a grade of "C" is earned.
 - 4. If the accredited institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "C".
 - 5. Employees receiving aid or who have scholarship as well as employees qualifying for benefits under the G.I. Bill or other State or Federal programs are eligible for reimbursement under this policy. However, financial assistance from other sources will offset any reimbursements payable by the City. The Program covers tuition costs and books.

39.3: There shall be no incentive payments by the City for achieving educational levels above the minimums required to hold any position in the Bargaining Unit. Education incentive payments as mandated by Florida State Statutes shall be made in accordance with those applicable statutes.

39.4: In the event the State of Florida should discontinue the mandate on Education and Incentive pay during the term of this Agreement, the parties agree to immediately commence negotiations, on this one issue only, on demand of the Union. Results of such negotiations shall be for the balance of the term of this Agreement and shall be incorporated herein.

39.5: If a member proposes to attend local schools to further his education, the City agrees that they will make reasonable efforts to accommodate scheduling to permit school attendance. It is understood that requests will be handled on first come, first serve basis and will not interfere with the effective operation of the Department.

ARTICLE 40: VEHICLE TAKE HOME

40.1: The purpose of this article is to provide the appearance of additional police presence. To this end, there shall be a vehicle take-home policy, subject to the following:

Members who have passed probation and who reside within Broward County, Dade County (north of N.W. 119th Street east of Palmetto Expressway) or Palm Beach County (south of Glades Road and East of 441) shall:

- a) Have assigned take-home vehicles.
- b) Effective October 1, 2009, those members living outside the City limits of Hollywood but within the above noted boundaries will reimburse the City for the use of said vehicle on a monthly basis according to the following mileage schedule, which shall be measured from Police Headquarters to each officer's residence:

	10/1/09	10/1/10	10/1/11
Up to 10 miles:	\$40	\$45	\$50
10.1 to 20 miles:	\$45	\$50	\$55
20.1 miles or more:	\$50	\$55	\$60

Except that the specific bargaining unit employees who were employed as of July 15, 2009, and who live beyond the above noted boundaries but within Palm Beach County or Miami-Dade County as of July 15, 2009 (as addressed in the Letter of Understanding dated July 15, 2009), will reimburse the City \$100.00 per pay period.

- c) A policy will be established by the Chief of Police for the use of said vehicles. However, any such policy will not abridge the current Department Policy which allows the Police Chief to approve the utilization of said vehicles for authorized extra duty employment.
- d) Those members on probation who have successfully completed the FTO program may have an assigned vehicle contingent upon availability.

40.2: Vehicles that by the nature of their assignment require security and/or maintenance of equipment and/or rapid response to their specialized duty assignments, may be authorized by the Chief of Police or his designee, in his sole discretion, for take home upon the completion of a member's tour of duty, and will not be subject to 40.1 (b).

40.3: No Bargaining Unit member will be denied the use of a city take home vehicle except in those instances wherein a member has been found to have violated the take home vehicle policy or the accident vehicle policy. Therefore, at the member's option, appeals may be made to the Chief of Police. The Chief of

Police's determination shall be final and binding on the member. The suspension of the use of a take home vehicle cannot be appealed through the grievance and arbitration procedure.

- 40.4 Any bargaining unit member who is assigned to light or limited duty status due to a medical and/or psychological condition, as well as any unit member who is relieved of duty based on a pending internal affairs investigation shall not be entitled to the take-home vehicle benefit (or the equipment described in Article 29). Any unit member who is assigned to light or limited duty status for any reason other than those stated in the prior sentence and who would otherwise be entitled to a take-home vehicle under this Article, but whose assigned duties do not require the use of a City vehicle, will receive, in the Police Chief's sole discretion, either a take-home vehicle or a vehicle allowance not to exceed \$200.00 per month.

ARTICLE 41: SERVICES TO THE UNION

- 41.1: The City will furnish to the Union one (1) hard copy and one (1) electronic copy each of all written rules, regulations pertaining to all employer-employee relations, including but not limited to:
- a) City Administrative Orders;
 - b) Personnel Rules and Manuals;
 - c) Department Administrative Orders and any such General Orders affecting wages, hours, and working conditions.
- 41.2: The City will furnish the Union, on a semi-annual basis, a complete roster of the Bargaining Unit, including name, rank, present assignment and current pay scale. The City will also provide a supplemental listing of all Bargaining Unit new hires and terminations each pay period.
- 41.3: The City will furnish the Union 20 copies of the collective bargaining agreement as soon as it is printed.
- 41.4: The City will provide the Union one (1) bulletin board up to 16" x 33" in a mutually agreeable, appropriate place for the display of appropriate Union literature, correspondence and notices. The names and telephone numbers of the Union Officers and Business Agent may also be displayed. All material posted by the Union will be identified as "Union Notices" In addition, the City will allow appropriate Union Notices, subject to approval by the Chief of Police, to be sent electronically to bargaining unit members via the City's e-mail system Administrator.
- 41.5: One designated PBA representative, when on duty and when organizationally feasible, shall be allowed time off with pay to attend any regular or special meetings of the City Commission at which matters affecting Bargaining Unit members are to be discussed or acted upon.

ARTICLE 42: BEARDS

- 42.1: Members of this Bargaining Unit will be permitted to wear beards subject to the following guidelines:
- a) Memorandum must be submitted by the Officer of his intent to grow a beard; such memo may be submitted not more often than once in a 12-month period;
 - b) The beard will follow the jaw line and will be kept neatly trimmed and clean at all times and not more than one (1) inch in length at its longest point;
 - c) The beard will not extend down from the crease of the neck nor up onto the cheek under the eye;
 - d) The beard must be developed while on vacation or otherwise away from the Department; individuals will not be permitted to maintain shabby appearances as a result of a simple failure to shave.
- 42.2: The member's immediate Supervisor shall have the responsibility of enforcing these guidelines. Any dispute will be submitted to the Chief whose decision will be final and not subject to grievance.

ARTICLE 43: WAGES

- 43.1
- a) Effective in the first full pay period on or after May 1, 2013, employees will be prospectively placed into the adjusted Pay Chart for Fiscal Year 2013, which is attached in Appendix I, in the appropriate base pay grade of that Pay Chart based on the number of pay steps the employee would have moved under the prior pay plan since June 13, 2011, as determined by the employee's anniversary date. Employees with less than four years of service will be placed in the first base pay grade (i.e., Level C in the FY2013 Pay Chart).
 - b) Thereafter, employees will advance annually to the next base pay grade in the Pay Chart based on their anniversary date through pay grade I/6 on the Pay Chart.
 - c) Advancement to pay grade L-10 will be after 10 years of continuous service; and to pay grade L-15 after 15 years of continuous service; and to pay grade L-20 after twenty (20) years of continuous service.
 - d) No employee may exceed the maximum base pay rate for the employee's classification.
- 43.2
- When an employee is promoted, the employee will be moved from the employee's current base pay grade of the lower classification into the same base pay grade of the promoted classification on the Pay Chart (e.g., a Police Officer at pay grade I/6 would move to pay grade I/6 in the Sergeant classification; and a Sergeant at pay grade L-15 would move to pay grade L-15 in the Lieutenant classification).
- 43.3
- As noted in the Pay Chart for Fiscal Year 2014 (Appendix I), effective the first full pay period on or after April 1, 2014, there shall be an across the board wage increase of two percent (2%), except the parties have agreed that this wage increase shall be subject to the re-opener provided in Article 37 of this Agreement.

ARTICLE 44: EMPLOYEE ASSISTANCE PROGRAM

- 44.1: The City agrees to continue the Employee Assistance Program (EAP) to assist employees who are experiencing personal problems which the employee legitimately believes may be affecting his or her job performance. The program is available to all employees and employee participation in the EAP shall be voluntary, confidential and not used for, or considered in matters relating to performance evaluation, discipline, transfers or promotions. An employee's participation in the EAP Program will be limited to one (1) course of treatment for any one condition. Employees are responsible and accountable for maintaining satisfactory job-related standards throughout and following any participation in the EAP. In this regard, an employee's participation in the EAP may not mitigate and/or avoid disciplinary action, unless otherwise determined by the Police Chief or his designee.
- 44.2: The City will exclusively determine the EAP Provider and the level of service provided.

ARTICLE 45: DRUG FREE WORK PLACE

45.1: The City and the Union offer their joint advocacy of a Drug-Free Work Place. To that end, the parties recognize that the health issue of substance abuse by employees will continue to be addressed in a pro-active manner through the Police Department Rules and Regulations.

ARTICLE 46: PHYSICAL FITNESS/WELLNESS PROGRAM

- 46.1: On a voluntary basis, and no less than once a year, employees may participate in a medically based screening program as determined by both the City and the Union. If, at the time of examination, it is found that an employee is a high cardiac profile risk, or presents the potential for a serious medical condition, it will be recommended that he/she seek the services of a health professional for counseling and monitoring as appropriate.
- 46.2: Employees shall abide by a City wide "no smoking" policy as provided by the City. This agreement is conditioned upon a City-wide approval of the policy and is uniformly applied to all personnel.
- 46.3: The City shall, at its own expense, provide voluntary classes to assist interested current employees who wish to stop smoking. This will be accomplished through the use of smoking cessation classes or through the use of medically approved smoking cessation prescriptions. All such methods shall be pre-approved by the City.
- 46.4 Effective June 7, 2006 it shall be a continuing condition of employment for any officer hired after that date to refrain from smoking and the use of any tobacco products, except as stated in this section.

The City agrees to recognize a very limited exception to this prohibition against the use of all tobacco products that will allow for such employees to smoke a single cigar at significant celebrations, such as a wedding, the birth of the child of the employee's family or friends or other similar significant event that may occasionally occur on an irregular basis.

ARTICLE 47: HOLLYWOOD OFFICERS' MEMORIAL BENEFIT

47.1: In recognition of the following brave officers who gave the ultimate sacrifice while protecting the citizens of the City of Hollywood, the City shall increase the term life insurance policy to a face amount of \$100,000.00 for each employee covered by this contract, at no cost to the employee during the term of active employment. The obligation to provide such life insurance shall cease upon the employee's retirement or termination of service for any reason.

Officer Owen Coleman, killed in the line of duty January 24, 1926

Officer Henry T Minard, killed in the line of duty November 18, 1972

Officer Byron W. Riley, killed in the line of duty August 30, 1973

Officer Phillip C. Yourman, killed in the line of duty August 30, 1973

Officer Frankie Shivers, killed in the line of duty September 5, 1982

Officer Alex Del Rio, killed in the line of duty November 22, 2008

ARTICLE 48: DURATION OF AGREEMENT

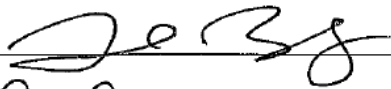
- 48.1: This Agreement shall be effective October 1, 2012 or upon ratification of the parties, whichever is later, and shall remain in full force and effect until September 30, 2014.
- 48.2: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing and by certified mail, not later than May 15, 2014 that it desires to modify the Agreement with negotiations to begin in June, 2014. Such notifications shall include a list of articles, which shall inform the other party of the items they desire to negotiate.
- 48.3: Specific provisions as to effective dates found in any of the various Articles of this Agreement, shall not be affected by the provisions of Section I (above). In case of conflict, the specific Article provisions shall prevail. Employees must be actively employed on or after the ratification date of this 2012-2014 Agreement to be eligible for any of the benefits provided in this Agreement, in accordance with state law.
- 48.4: All Letters of Understanding entered into between the City and PBA prior to the ratification of this agreement shall be null and void unless specifically incorporated into this agreement.

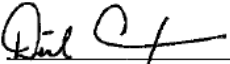
EXECUTION OF AGREEMENT

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

Dated this 29 of July, 2013

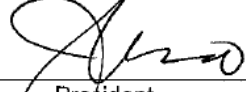
WITNESSES:





As to the Broward County PBA

BROWARD COUNTY PBA



President
Date: 7/18/13

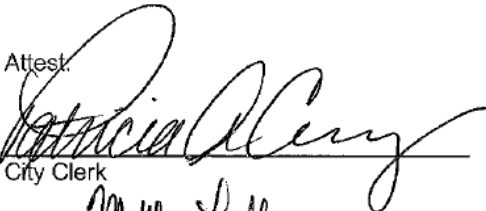
WITNESS:


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

BY: 

Mayor

Attest:



City Clerk



Director of Financial Services

Approved: 

City Manager



Assistant City Manager



Director of Human Resources and Risk Management

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



CITY ATTORNEY

APPENDIX I
PAY CHARTS (EFFECTIVE PER ARTICLE 43 ON OR AFTER 5/01/13 and 4/01/14)

SCHEDULE OF PAY GRADES EFFECTIVE MAY 1, 2013

	C/Starting	D/1	E/2	F/3	G/4	H/5	I/6	L-10	L-15	L-20
OFFICER										
Annual	50,505.41	53,030.68	55,682.21	58,466.33	61,389.64	64,459.12	67,682.08	71,066.18	74,619.49	76,484.98
Bi-weekly	1,942.52	2,039.64	2,141.62	2,248.70	2,361.14	2,479.20	2,603.16	2,733.31	2,869.98	2,941.73
Hourly	24.28	25.50	26.77	28.11	29.51	30.99	32.54	34.17	35.87	36.77
SERGEANT										
Annual					71,125.99	74,682.29	78,416.40	82,337.22	86,454.09	88,615.44
Bi-weekly					2,735.62	2,872.40	3,016.02	3,166.82	3,325.16	3,408.29
Hourly					34.20	35.90	37.70	39.59	41.56	42.60
LIEUTENANT										
Annual					82,136.61	86,243.44	90,555.61	95,083.39	99,837.56	102,333.50
Bi-weekly					3,159.10	3,317.06	3,482.91	3,657.05	3,839.91	3,935.90
Hourly					39.49	41.46	43.54	45.71	48.00	49.20

Shift Differential		
Alpha Shift Differential	20.3	5%
Charlie Shift Differential	20.4 a. and b.	2.5%
Assignment Pay		
Detectives/Investigators	20.1 a.	5%
Motorcycle Unit	20.1 b.	5%
FTO When Assigned a Trainee	20.1 c.	5%
Training & Professional Dev.	20.1 d.	5%
SRO	20.2 a.	2.5%
NTL	20.2 b.	2.5%
Marine Patrol	20.2 c.	2.5%
Bicycle	20.2 d.	2.5%
*Safe Driving (earned prior to 4/1/2008)		2.5%
These are summaries of the benefits, controlled by the actual contract language.		

SCHEDULE OF PAY GRADES EFFECTIVE APRIL 1, 2014

	C/Starting	D/1	E/2	F/3	G/4	H/5	I/6	L-10	L-15	L-20
OFFICER										
Annual	51,515.52	54,091.29	56,795.86	59,635.65	62,617.43	65,748.31	69,035.72	72,487.51	76,111.88	78,014.68
Bi-weekly	1,981.37	2,080.43	2,184.46	2,293.68	2,408.36	2,528.78	2,655.22	2,787.98	2,927.38	3,000.56
Hourly	24.77	26.01	27.31	28.67	30.10	31.61	33.19	34.85	36.59	37.51
SERGEANT										
Annual					72,548.51	76,175.94	79,984.73	83,983.97	88,183.17	90,387.75
Bi-weekly					2,790.33	2,929.84	3,076.34	3,230.15	3,391.66	3,476.45
Hourly					34.88	36.62	38.45	40.38	42.40	43.46
LIEUTENANT										
Annual					83,779.34	87,968.31	92,366.72	96,985.06	101,834.31	104,380.17
Bi-weekly					3,222.28	3,383.40	3,552.57	3,730.19	3,916.70	4,014.62
Hourly					40.28	42.29	44.41	46.63	48.96	50.18

Shift Differential		
Alpha Shift Differential	20.3	5%
Charlie Shift Differential	20.4 a. and b.	2.5%
Assignment Pay		
Detectives/Investigators	20.1 a.	5%
Motorcycle Unit	20.1 b.	5%
FTO When Assigned a Trainee	20.1 c.	5%
Training & Professional Dev.	20.1 d.	5%
SRO	20.2 a.	2.5%
NTL	20.2 b.	2.5%
Marine Patrol	20.2 c.	2.5%
Bicycle	20.2 d.	2.5%
*Safe Driving (earned prior to 4/1/2008)		2.5%
These are summaries of the benefits, controlled by the actual contract language.		