

AGREEMENT BETWEEN CITY OF WINTER PARK, FLORIDA

AND

WINTER PARK PROFESSIONAL

FIRE FIGHTERS, LOCAL 1598, IAFF

("A" Unit)

&

(SUPERVISORY)

("B" Unit)

2005-2007

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PREAMBLE

THIS AGREEMENT, executed this 1st day of October 2004, between CITY OF WINTER PARK, FLORIDA, hereinafter called the City, and WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF, hereinafter called the Union.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the following bargaining unit of the City's employees employed in the Winter Park Fire Department:

INCLUDED IN THE "A" UNIT:

All full-time certified and probationary fire fighters, paramedics, fire engineers employed by the City of Winter Park.

EXCLUDED FROM THE "A" UNIT:

Fire chief, deputy fire chief, fire training officer, fire marshal, fire inspector, battalion chiefs, lieutenants, clerical employees and all other employees employed by the City of Winter Park.

INCLUDED IN THE "B" UNIT:

All full-time and probationary certified lieutenants and fire marshal, fire inspector, employed by the City of Winter Park.

EXCLUDED FROM THE "B" UNIT:

All full-time and probationary certified fire fighters, paramedics, engineers, fire training officer, deputy fire chief, fire chief, clerical employees, and all other employees employed by the City of Winter Park.

ARTICLE 2

UNIFORMS AND MAINTENANCE

All trousers, shirts (tee-shirts), jackets, and caps, if any, and all insignia, which unit employees are, required to wear in the performance of their work shall be furnished on an as needed basis by the City to unit employees without cost. The specific items to be furnished by the City shall consist of uniform work pants, uniform dress pants, uniform dress shirts, uniform tee shirts, uniform belt, sweater, coveralls, uniform cap and one pair of department approved uniform shoes. Quantities of these items shall be provided on an as needed basis to maintain an agreed upon minimum amount. The employees shall furnish all other items of their clothing worn on duty at their cost. It shall be the obligation of the employees to maintain all items furnished by the City in good and presentable condition, and to notify the City in advance of a need for replacement of any such item.

The City agrees to furnish one towel per unit employee annually, and one set of bed linens (two sheets, one blanket and a pillow case) per unit employee, on an as needed basis, to all unit personnel. It shall be the responsibility of each employee to maintain such towels and linens.

The City shall have the right to establish and to from time to time change the procedure and arrangements for furnishing all of the materials furnished to employees by it under this Article.

The City agrees to reimburse the full cost of eye glasses and contact lenses not to exceed One Hundred and Fifty Dollars (\$150.00) and up to Fifty Dollars (\$50.00) for wrist watches damaged in the line of duty, provided an adequate proof of such damage, the circumstances of the event and proof of original purchase price are presented to the appropriate manager.

ARTICLE 3

WITNESS SERVICE

Employees who are required to serve during scheduled duty as witnesses for the City in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least one (1) hour of their work hours or shift is still in effect. Employees who are required to serve in either capacity during times other than their scheduled duty time shall be paid at their base hourly rate for actual hours or fractions thereof necessarily spent by them at the courthouse or other required place of attendance. All such paid time shall be documented by the employee upon request of the department. All hours paid for witness services shall be considered as time-worked for the purposes of calculating hours worked for compliance with the Fair Labor Standards Act.

All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the

time taken off for witness service under the foregoing language of this article.

Actual time spent by an employee serving as a witness for the City, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, provided such service occurs and such time is spent while such employee is on scheduled duty, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

ARTICLE 4

JURY SERVICE

Employees summoned by law for jury selection or service shall be granted the necessary time off from scheduled duty with pay upon presentation to their superior officer of satisfactory written evidence relating to such duty. Twenty-four hour shift personnel shall be excused from duty at 2000 (twenty-hundred) hours the day prior to his/her scheduled service. An employee serving on such duty shall report to his assigned work location upon being released for the day if at least one (1) hour of his work hours or shift is still in effect. However, an employee selected to serve on a jury in a pending case need not report to his assigned location until released from service on such case.

This article shall apply only to petit jury service; and shall have no applicability to grand jury service unless the City determines to apply it in full or in part, in its sole discretion, on an individual case basis.

Compensation paid by the state, county or other authority issuing any summons or notice for jury service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for jury service under the foregoing language of this article.

ARTICLE 5

DUES CHECKOFF

The City agrees to deduct, each pay period, Union dues from the pay of those employees who individually authorize and request, in writing, that such deductions are made. The City shall not make deductions for payment of initiation fees or fines. Dues thus deducted by the City shall be remitted to the Union by check each pay period. Any change in the amount of dues to be deducted will require a written authorization by the Secretary/ Treasurer of the Union, and will be effective the beginning of the following pay period thirty (30) days from receipt of such written authorization.

The payroll deduction authorized shall be revocable by any affected employee. The payroll deduction of Union dues shall be stopped at any time by a written and dated request from such employee delivered to the City Personnel Department. The effective date for stopping dues check-off shall be thirty (30) days after the pay period following the date of such revocation by the employee. If, for any reason, the employee's employment is terminated the effective date for stopping dues check-off shall be the date of termination.

No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that

payroll period, after other deductions, are less than the amount of dues to be checked off.

The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term official as used herein includes elected or appointed officials.

The Union will pay the City for its services hereunder a fee of .20 per month per participating member.

ARTICLE 6

GENDER

Where the words "he", "him" or "his" are used in this agreement, it shall be understood, unless the context requires otherwise, that such words include the words "she", "her" and "hers".

ARTICLE 7

MEDICAL ABSENCE LEAVE

The City, during the term of this agreement, shall grant to unit employee's medical absence leave as described below, on the terms and conditions as below set forth.

Medical absence leave shall be granted to and shall be earned only by permanent, full-time employees. Medical absence leave shall be accrued at the rate of 14 hours per month for 56 hour employees to a maximum allowed accrual of 1,456 hours and at a rate of 10 hours per month for 40 hours employees to a maximum allowed accrual of 1,040 hours.

An employee who is unable to work due to illness shall notify their designated supervisor as early as possible prior to his scheduled reporting time, giving the reason for absence and the expected period of absence. Such procedure shall be followed for each shift the employee is unable to work. Any employee who fails to notify the appropriate supervisor as above required within three calendar days following the shift missed by such employee will be considered as having resigned without notice.

Medical Absence Leave shall be used only in accordance with the City of Winter Park Personnel Policy Manual. Medical absence leave shall not be authorized prior to the time it is earned and credited to the employee.

Medical absence leave is authorized only in the event of the employee's personal illness, injury, or exposure to a contagious disease, which would endanger other employees. Medical absence leave may also be allowed to make possible the employee's personal appointments with a physician or dentist when it is not possible to arrange such appointments for off-duty hours; such use of medical absence leave shall not exceed the time required to complete such appointments.

Up to 80 hours of medical absence leave per calendar year can be used for paternity leave or illness of an immediate family member, which, due to extenuating circumstances, requires the employee to care for said family member. The minimum charge for medical absence leave is one-half hour.

The City is responsible for determining to its satisfaction that an employee is too ill to work. The City may require an employee to present medical evidence from a licensed physician that the employee is physically not able to work.

No employee shall be paid under any circumstances for unused medical absence leave. An employee who separates from City employment for any reason shall forfeit earned but unused medical absence leave.

ARTICLE 8

INSURANCE

The City will make available health, life and long term disability insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other City employees. It is understood that "health" as used in this paragraph includes certain dental coverage. The City reserves the right to terminate the said group insurance program or any part thereof at any time.

The health insurance dependent coverage will be optional to all eligible employees. Employees who opt for such insurance will pay such portion as is determined from time to time by the City of the premiums and other costs through deductions from payroll.

The City reserves the right to reduce or enlarge the benefits payable under any coverage, to alter or cease any coverage, to raise or lower any "out of pocket" amounts and to raise or lower any deductibles.

The City shall have the right to agree to or to make any changes in the costs to it or unit employees of any of the insurance, and to require unit employees to bear any portion of the cost of coverage presently paid for in full by the City. It is agreed that, in the event of a premium increase or other increase in the cost to the City of providing any of the insurance, such

increase will be paid by the employees in any proportion as determined by the City, including in its entirety. Such increases shall be deducted from wages, and shall be administered in the manner presently in effect.

The Union agrees that any medical plan offered hereunder may make any change or alteration in cost, coverage, benefits, amounts thereof or any other characteristics, all such changes being beyond the City's control.

ARTICLE 9

PROTECTIVE CLOTHING

A. Unit fire suppression personnel shall be provided with the following protective clothing, such clothing to be of a type approved by NFPA, OSHA and NIOSH.

1. One fire helmet.
2. One complete structural firefighting ensemble.
3. One pair of firefighter-type gloves.
4. One pair of fire fighter boots with safety insoles, knee-high.
5. Firefighter's protective hood.
6. SCBA face piece assembly.

B. Such fire fighting equipment shall be assigned to each such employee and shall be his responsibility in all respects during his tenure of service. A record shall be kept of all equipment so issued. All such equipment shall remain the property of the City.

Coats, pants, fire helmet, boots and other protective equipment shall be marked with the assignee's name.

C. The City will replace, in the manner provided in this article, any of the above-listed items which, in the judgment of the Chief or his designee, are worn out, damaged, or otherwise unfit for the intended use.

D. Any of the above-listed property which is lost, stolen or destroyed will be replaced under Article C above, but the City may deduct all or part of the cost of replacement from the wages of the employee responsible if the loss, theft or destruction is caused by or attributable to the act or omission of the assignee.

E. An employee may, at his/her own expense, purchase and utilize a leather helmet meeting all required safety standards. The City will not be responsible for damage, loss or theft of said helmet in excess of the amount it would pay toward the standard City supplied helmet under any circumstances. If the employee ceases to work for the City within two years of the purchase of a leather helmet, the employee will be responsible to reimburse the City the portion paid by the City. If the employment is terminated after two years from the purchase, the employee can keep the helmet at no charge.

ARTICLE 10

SAFETY AND HEALTH

The City and the Union agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

The parties agree that the Union may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this agreement. The individual appointed by the Union shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty; otherwise his attendance will not be compensated by the City.

The Chief of the Department shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this agreement, which relates to any functions or duties of unit personnel.

ARTICLE 11

HOLIDAYS

The City, during the term of this agreement, shall recognize, with respect to unit personnel, the following holidays:

1. New Years Day (January 1).
2. Dr. Martin Luther King Jr. Day (Third Monday in January)
To be considered a Floating Holiday for 56-hour employees
3. Memorial Day (last Monday in May).
4. Independence Day (July 4).
5. Labor Day (first Monday in September).
6. Thanksgiving Day.
7. Friday after Thanksgiving.
8. Christmas Eve - Half Day.
9. Christmas Day.
10. Floating holiday (1)

Unit members have the option to take any floating holiday as a 24-hour shift off with pay, or to be compensated 12-hours of straight time to be paid out during any pay period in the fiscal year. Beginning on October 1, 2005 unit members who choose to be paid straight time for any floating holiday will be compensated for 14-hours of straight time.

Nothing herein shall be interpreted as meaning that the recognition by the City of the foregoing holidays can interrupt or interfere with the normal scheduling and working of shifts. The intent of this article is that the above holidays be recognized for unit personnel by an additional 12 hours (6 hours for ½ day) compensation per employee per holiday at straight time in year one of the agreement. Beginning October 1, 2005 holiday compensation will increase by an additional 2 hours (1 hour for ½ day) for a total compensation of 14 hours (7 hours for ½ day) for all holidays.

In order to receive holiday compensation, an employee must have worked his preceding scheduled shift, unless excused by reason of illness, vacation or other excuse granted by his immediate supervisor.

ARTICLE 12

VOTING

The City agrees to allow each employee who is a registered voter and is scheduled to work from 7:00 A.M. to 7:00 P.M. on the day of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of the Battalion Chief in command in such a fashion as to not interfere with normal work production. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off.

ARTICLE 13

MILITARY LEAVE

The City shall continue in effect its existing practice with respect to military leave for employees who are serving in the armed forces, including National Guard, and who are required by such forces to attend duties which conflict with scheduled working time. In order for military leave pay to be granted, the affected personnel must furnish to management copies of all relevant orders.

ARTICLE 14

BULLETIN BOARDS

The City shall provide the Union with the exclusive use of one bulletin board in each fire station, it being understood that such bulletin boards shall be the same bulletin boards or other bulletin boards equivalent in size to the bulletin boards in existence and in use by the Union on March 2, 1987. Such bulletin boards and the space where they are located are granted to the Union for the sole purpose of posting and disseminating information pertaining to the business and activities of the Union. No material shall be posted which is of a political nature, or reflects negatively or adversely upon the City or upon any of its employees, officials or its constituent departments or agencies. Nothing shall be posted which is obscene, inflammatory or which would interfere with the operation of the Winter Park Fire Department. All materials placed on any such bulletin board must be signed by the President of the Union.

ARTICLE 15

PERSONNEL RULES AND ORDINANCES

The parties agree that changes may be made to the Personnel Policy Manual and Job Descriptions provided the City furnishes copies of the proposed amendments to the Union at least ten (10) days prior to the requested change appearing on the agenda, and provided further that the proposed amendments shall be considered by the Civil Service Board and City Commission in the absence of a response after such notice to the Union. Should the Local 1598 express its written opposition or modification to said change, the City Manager agrees to meet with Local 1598 to permit input into the proposed change before submission to the Commission for consideration.

ARTICLE 16

MANAGEMENT RIGHTS

Reservation of Rights. The City exclusively reserves and retains all rights, powers, prerogatives and authority customarily exercised by management and held or exercised by the City prior to the certification of the Union, except as limited by law or expressly modified by this agreement.

The City shall have the exclusive right and authority to determine and redetermine and direct the policies, mode and methods of performing all its work of any sort, without any interference in the management or conduct of the City's operations on the part of the Union or any of its representatives. Except as expressly limited by this agreement, the City shall have the exclusive right to take any action it deems necessary or appropriate in the management of the Winter Park Fire Department and its operations and in the direction of its work force. The rights exclusively reserved to the City shall include, but are not limited to, the right to determine the qualifications for and to select its employees; to determine the size and composition of its work force; to determine work schedules and all methods of production; to assign overtime work; to select persons to perform such overtime work; to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or

distributed; to hire, retire, promote, demote, evaluate, compensate, transfer, assign, direct, lay off, recall, reward, reprimand, suspend, discharge and otherwise discipline employees; to maintain efficiency of employees; to institute and establish new methods and procedures of training of unit personnel and to engage in such training methods and procedures; to determine and redetermine job content, job descriptions and all qualifications for job classifications; to determine the amounts and types of work to be performed by employees; to engage in experimental and developmental projects using unit employees; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this agreement; to use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit; to determine the assignment of work; to schedule the hours and days to be worked by employees on each job and each shift; to permanently or temporarily discontinue, or to sell, convey, transfer or assign all or any part of its facilities, functions, services, production or other operations; to open new facilities and transfer its operations or any part thereof to such new facilities; to transfer or assign employees to new facilities; to subcontract all or any part of its functions, operations or work; to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation; to control, regulate or discontinue the use of

supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by it; to introduce new, different or improved methods, means, processes, maintenance, service and operations; and, except as specifically provided in this agreement, to have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

ARTICLE 17

WORK DAY, WORK PERIOD, PAY

PERIOD, EXTRA DUTY AND OVERTIME

Work Shift and Work Period.

Twenty-four (24) hours shall constitute a normal shift for shift personnel. The work period contemplated in Section 7 (k) of the Fair Labor Standards Act will be 14 consecutive days to coincide with the pay period.

All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

Pay Period.

The pay period shall be 14 consecutive days, beginning at 7:00 a.m. every other Monday.

Extra Duty Assignments.

Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

Overtime and Overtime Compensation.

Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the

United States Department of Labor regulations existing from time to time thereunder insofar as applicable. The City will treat unit employees under Section 7 (k) of the Fair Labor Standards Act.

No time not worked shall constitute hours worked for Fair Labor Standards Act purposes except as follows. Effective October 5, 1998, vacation leave, excluding pay out of vacation hours for emergency or in the case of termination, shall count as hours worked.

All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above referenced regulations. The manner of record keeping shall be at the City's discretion.

Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of management.

A Kelly Day, consisting of twenty-four (24) hours off duty, will be scheduled for each 56-hour member at a rate of six (6) 24-hour periods per twelve-month period.

All Kelly Days will count as hours worked for overtime computation purposes.

ARTICLE 18

PROMOTIONAL OPPORTUNITIES

It is the policy of the Winter Park Fire Department to consider its own employees for promotional opportunities in employment prior to considering outside applicants.

The procedure relating to promotional opportunities is as set forth in the Winter Park Personnel Policy Manual and the Winter Park Civil Service Code.

In an effort to maintain adequate levels of personnel in all grades it will be the responsibility of the City to initiate the selection process for the positions of Engineer and Lieutenant within 90 days of the creation of such vacancies, filling said vacancies as soon as possible upon certification of the promotional lists by the Civil Service Board.

Nothing in this agreement shall prohibit the Winter Park Fire Department from hiring an outside applicant for any position, if, in the sole discretion of the hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position. All selection decisions made under this article shall be made at the sole discretion of management.

ARTICLE 19

GRIEVANCE AND ARBITRATION PROCEDURE

Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims, which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within seven (7) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within seven (7) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within seven (7) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City, which will result at a later time in adverse personnel action.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within seven (7) calendar days following receipt of the answer in the first step, may forward it to the Battalion Chief assigned to the grievant's shift at the time of occurrence of the facts giving rise to the grievance. The Battalion Chief shall, within seven (7) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Battalion Chief

shall notify the aggrieved employee in writing of the decision not later than seven (7) calendar days following the meeting date.

Step 3: If the grievance is not fully resolved at the second step, the aggrieved employee or Union may forward the written grievance to the Fire Chief within seven (7) calendar days of receipt of the answer provided in Step 2. The decision of the Fire Chief shall be determinative of the grievance. The City shall notify the aggrieved employee and the Union of the Fire Chief's decision within seven (7) calendar days following the meeting.

ARBITRATION

If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the Fire Chief's decision in Step 3, may give to the Fire Chief, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the arbitrable issues.

Within fourteen (14) calendar days from receipt of such notice, the parties shall meet to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of nine (9) qualified arbitrators from the American Arbitration Association. The Union and then the City will alternately eliminate one at a time from said list of names or persons not

acceptable until only one remains and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing.

The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall include a copy of this agreement.

The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement, by statute or otherwise to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

No decision of any arbitrator or of the city in one case shall create a basis for retroactive adjustment in any other case.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received during the period for which the back pay was awarded.

In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of seven (7) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

It is agreed, with respect to this grievance and arbitration procedure, that:

A. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within seven (7) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) calendar days after

knowledge of a final decision which will or may result in the adverse personnel action which is the subject of the grievance.

B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2, Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step, and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the Fire Chief.

D. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be

in writing and shall be dated and signed by the City's representative at that step.

E. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

1. a complete statement of the grievance and facts upon which it is based;
2. the section or sections of this agreement claimed to have been violated; and
3. the remedy or correction requested.

F. Unless mutually agreed, all grievance hearings will be during working hours.

G. Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit, it may describe the unit generally.

H. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with

prescribed time limits if the designated official is not personally available for service.

I. Nothing in this agreement shall prohibit the presence of a Union representative at Steps 1, 2 or 3 of this procedure.

ARTICLE 20

HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, religion or marital status of one or more unit employees shall not be a basis for the application of this agreement.

ARTICLE 21

PHYSICAL FITNESS

All unit employees shall be and remain at all times physically able to effectively, quickly and safely exercise all duties related to fire suppression and fire rescue. The City shall have the right to implement and enforce this article by conducting annual, job-related physical examinations of all unit personnel (to be performed by a licensed medical doctor of the City's choice at the City's expense), by setting physical skill, strength, agility and endurance standards as set forth in NFPA 1582 (2000 edition) and by determining by such annual physical examinations whether such standards are met by each unit employee.

The City and the Union shall maintain a Physical Fitness Peer Review Committee. Two employees will be selected by the Union and two by the Fire Chief. Terms shall be for no more than one year, selected annually. Individuals may serve more than one term. The Fire Chief shall designate a fifth non-voting member to the Committee to serve as the moderator. The Peer Review Committee will meet on a quarterly basis for the purpose of monitoring the progress of the department's fitness program, and as needed to evaluate individual employee situations. The City and the Union agree that the additional responsibilities of the Peer Review Committee shall be further outlined in Standard

Operating Guideline 100.09. All functions of the Peer Review Committee shall be exclusively advisory in nature. The City further agrees to negotiate any substantial changes to Standard Operating Guideline 100.09.

ARTICLE 22

APPENDICES AND AMENDMENTS

Appendices and amendments of this agreement, if any, shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this agreement.

ARTICLE 23

VACATION LEAVE / COMPENSATORY TIME

All permanent, full-time employees shall earn vacation leave. Temporary and part-time employees, if any, shall not be eligible to earn or accrue vacation leave. Employees are eligible to use accrued vacation leave after six months from date of hire. Vacation is provided at the following annual rates:

All "A" UNIT Members:

<u>Minimum Length of Service</u>	<u>Vacation Hours</u>
1 year	216
2 years	228
3 years	240
4 years	252
5 years	264
6 years	276
7 years	288
8 years	312
9 years	324
10 years & over	336

All "B" UNIT Members

<u>Minimum Length of Service</u>	<u>Vacation Hours</u>		
	<u>Lieutenants</u>	<u>Fire Inspector</u>	<u>Fire Marshal</u>
1 year	216	80	80
2 years	228	88	88
3 years	240	96	96
4 years	252	104	104
5 years	264	120	120
6 years	276	128	128
7 years	288	136	136
8 years	312	144	144

9 years	324	152	152
10 years & over	336	160	160

Newly hired employees starting to work on or before the 15th of the month will accrue vacation leave for that month. Employees starting to work after the 15th of the month begin accruing vacation leave the following month.

The maximum number of vacation hours which can be accumulated by "A" Unit members is 480; for "B" Unit members who work a 56 hour shift, 528; and for "B" Unit 40 hour employees, 336. Any vacation time earned in excess of the hours indicated in this article, which is not taken before the end of a fiscal year, is forfeited and lost as of the beginning of the next fiscal year. No payment in lieu of taking vacation will be made.

Vacation leave shall not be authorized prior to the time it is earned and credited to the employee. On reasonable notice, the City may require an employee to use any part of his accrued vacation leave for vacation purposes. The minimum charge for vacation leave shall be units of one hour.

Employees will be paid at straight time for unused but earned vacation leave upon layoff or termination from the employment of the City, except that an employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition. In the event of death of an

employee with earned but unused vacation leave, payment for such earned leave shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the law of Florida.

Compensatory Time: The maximum number of compensatory hours which can be accumulated by "A" Unit members is 120; for "B" Unit members who work a 56 hour shift, 120 and for "B" Unit 40 hour employees, 80.

ARTICLE 24

SAVINGS

If any article of this agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this agreement, such ruling shall not invalidate the remaining articles and portions of articles of this agreement.

ARTICLE 25

SALARIES

The City agrees to pay base compensation to all unit employees for fiscal year 2005 in accordance with Appendix A, attached hereto, which is the portion of the City's Pay Plan which relates to unit employees. The City further agrees to increase the base compensation of all unit members by 2% effective January 1, 2005. In addition, 2% will be added to the base compensation effective the first full pay period of Fiscal Years 2006 and 2007.

Unit members who are promoted from the classification as a Firefighter to Engineer or from Engineer to Lieutenant will receive an increase in base compensation equal to 9%, rounded up, as necessary, to the next step in Appendix A.

Unit members who are promoted from the classification as a Firefighter to Lieutenant will receive an increase in base compensation equal to 9%, rounded up, as necessary, to the next step, plus one additional step, in Appendix A.

Any promotion which results in a base compensation increase of more than 15% will change the affected member's annual evaluation date to the date of promotion. All other unit members who are promoted will retain their current annual evaluation date.

All increases in compensation of unit employees shall take effect only within the steps and grades of the pay plan in

Appendix A. No such increase will be promised or given which would result in an employee's base compensation being above the final step in the highest grade in Appendix A.

ARTICLE 26

INCENTIVE COMPENSATION

The parties agree that the City will pay, annually, as incentive compensation, the following amounts to unit personnel, other than probationary employees, who have been continuously employed by the City in the unit for one calendar year and have obtained the following academic credentials:

1. Associates Degree: \$390.00 per year;
2. Bachelor's Degree: \$520.00 per year.

Such incentive compensation, once earned, shall be paid in equal amounts per pay period commencing in the pay period after the incentive is fully earned. In order for an employee to be eligible for this incentive, the course of study and the degree must be among those approved by the State of Florida as being job related.

The parties further agree that the City will continue to pass on to eligible unit employees the educational incentives authorized by the State of Florida and administered by the State of Florida Bureau of Fire Standards and Training. These incentives will be disbursed in the amounts and at the times as prescribed by State guidelines as issued from time to time. The Union acknowledges that such guidelines may be changed unilaterally by the State of Florida from time to time at the discretion of the State. The City will continue to process the necessary forms to continue

disbursement of these incentives so long as such incentives are provided by the State of Florida.

However, nothing in this paragraph shall obligate the City to pay such incentives from its own funds.

The City will pay as incentive compensation one dollar and fifty cents (\$1.50) per hour for paramedics and EMT's assigned to a rescue/transport unit.

Unit members who are selected as Field Training Paramedics will be compensated an additional \$30.77 per pay period of service, not to exceed \$800 annually.

ARTICLE 27

MANDATORY LEVELS OF TRAINING

The City shall continue to maintain mandatory training requirements for all entry-level firefighter EMTs and Paramedics.

All newly employed firefighters will be classified as Probationary regardless of the level of medical certification.

In addition to producing a satisfactory employee annual appraisal report, a Probationary Firefighter must successfully complete all monthly requirements as set forth by the Department, the Fire Department street familiarization tests, and the Company Fire Inspector Program, in order to successfully complete their probation period.

During the second twelve months of employment all Firefighters must successfully complete the Equipment Operator/Pump Operator Program and all requirements as set forth by the Department for all Firefighters during their second twelve months of employment.

Employees classified as Firefighter shall have twelve (12) months from their first workday in such classification to complete their probation. Completion of all such training programs within the time specified shall be a condition of further employment. Failure to complete such training programs as required by this Article shall be conclusive grounds for termination of employment.

The City may, at its sole discretion, grant an additional six (6) months to complete such training programs, if the City believes

special circumstances exist justifying such extension. Normally, such circumstances will be limited to an affected employee not having had, due to illness or injury, the full twelve (12) months within which to complete the required training programs.

ARTICLE 28

ADDITIONAL COMPENSATION FOR
WORK IN HIGHER CLASSIFICATION

The City agrees to pay to any unit employee who temporarily assumes and occupies the position and duties of a shift lieutenant engineer or shift commander additional compensation, consisting of 1.10 times the base rate of such employee for each hour worked.

In no event will the additional compensation earned and paid hereunder exceed the per-shift or per-day base compensation of the individual whose position is temporarily assumed and occupied hereunder.

ARTICLE 29

DETAIL PAY

The City, for the term of this agreement, shall continue its practice of establishing hourly rates of compensation for detail pay. Detail pay, to the extent collected by the City, shall be paid to the entitled unit employees at the hourly rate or rates as established by the City from time to time.

ARTICLE 30

COMPASSIONATE LEAVE BANK

The Parties agree to establish a .Compassionate Leave Bank (Bank). The Bank shall operate in strict compliance with the language of this article.

The Bank is available to all unit employees, who must elect in writing to participate: those who so select are participants. The Bank furnishes benefits equivalent to medical absence leave for participants who experience personal injury or illness (including without limitation, personal injury or illness caused by or related to pregnancy or maternity) and for such reason are unable to perform the essential functions of their assigned positions and therefore desire time off after the expiration of all other forms of paid leave, such as, but not limited to, medical absence leave, annual leave, personal leave and compensatory leave. The Bank is not available for any other purpose. The Bank shall operate in strict compliance with the language of this policy.

The City will administer the Bank. The City will keep the only official records of all hours in the Bank and all hours granted to and used by participants.

A Compassionate Leave Bank Advisory Committee (Committee) will review requests for benefits. The Committee will consist of three City employee-members serving three-year terms. One member

is selected by the Union, one by the Fire Chief, and one by the City Manager.

Eligibility to be a participant

The following requirements must all be met for a unit employee to become and remain a participant.

1. Participants shall be unit employees of the Winter Park Fire Department with a minimum of six months continuous at the time of election to participate.
2. Each participant must elect in writing to be a participant between September 16 and October 1 of each year, commencing September 16, 1996. There will be no exceptions to this, except: (1) otherwise eligible unit employees may elect in writing to be participants for 14 calendar days following full ratification of this Agreement; (2) newly hired unit employees may so elect for a 14 calendar day period immediately following 6 months of continuous employment.
3. Participants must have accrued the following minimum amounts of medical absence leave hours as of the sixteenth day of September occurring before making the election.

56-hour employees

6-12 months (*1) = 84 hours 12-24 months = 168 hours
24-36 months = 252 hours 36-48 months = 336 hours

Over 48 months = 420

40-hour employees

6-12 months = 60

12-24 months = 120

24-36 months = 180

36-48 months = 240

Over 48 months = 300

*(*1)Months as used in 3.,4., and 5. Under Eligibility, etc. means months of continuous service as a unit employee.*

4. 56 hour participants with 12 months or more service as of the date of their election shall contribute (*2) 48 hours of accrued medical absence leave.

Participants with 6-12 months of service as of the date of their election shall contribute 24 hours of accrued medical absence leave. Such participants who only contributed 24 hours to enroll will be assessed the additional 24 hours on the succeeding December 16, in addition to the annual uniform assessment.

5. 40-hour participants with 12 months or more service as of their date of election shall contribute 32 hours of accrued medical absence leave. Participants with 6-12 months of service as of the date of their election shall contribute 16 hours of accrued medical absence leave. Such participants who only contributed 16 hours to enroll will be assessed the additional 16 hours on the succeeding December 16, in addition to the annual uniform assessment.

6. Employees with less than the required amount of hours at the date of their election may become participants, but will only be eligible for a total benefit that is twice their accrued amount of medical absence leave as of the date of such election. Such participants donate the required number of medical absence leave hours as stated in section 4 & 5 above. Such participants, upon accrual of the hours of medical absence leave required in 4 & 5 shall be eligible as other participants.

*(*2)Contributions shall be simultaneous with elections, except under Limitations, first paragraph, under which the contribution shall take effect automatically upon accrual of the required 168/120 hours*

7. All participants will be uniformly assessed additional medical absence leave hours each year beginning January 2 so as to maintain the balance of hours in the Bank at amounts equal to 48 times the amount of 56 hour members, plus 32 times the amount of 40 hour members. The assessment will take place on that date or the first business day after it if January 2 is a holiday, Saturday or Sunday. The assessment shall be in amounts sufficient in the committee's sole discretion to maintain or exceed the above-mentioned minimum balance.

Request for Benefits/Criteria for Award

Participants who experience a personal injury or prolonged illness as defined herein, and who have used all available paid

leave except for one shift of vacation leave (8 hours for 40 hour members or 24 hours for 56 hour members) may request benefits. Requests for benefits shall be made directly to the Fire Chief. Any participant who requests benefits shall simultaneously provide detailed certification of his/her condition from a medical doctor to the Committee.

All requests shall be forwarded to the Committee for review. A decision shall be made whether to award benefits to the requesting participant within 7 calendar days of receipt of the request by the Committee.

The Committee has the authority, in its sole discretion, to require medical information satisfactory to it, and may defer consideration until such information is furnished.

In all cases, it is the participant's exclusive responsibility to furnish such information.

If the Committee receives with a request for benefits written evidence satisfactory to it that a participant will be unable to perform the essential functions of his/her assigned position solely because of personal injury or illness, as defined herein, as opposed to any other cause, following the expiration of all other available paid leave, it will grant benefits subject to the remaining provisions of this article.

Benefits will not be granted unless the personal injury or illness renders such participant unable to perform the essential functions of his/her assigned position.

A participant may appeal the decision of the Committee to the City Manager within ten business days after being denied benefits. The City Manager shall have total and exclusive discretion to grant or deny benefits. The City Manager's decision in such regards shall be final.

Withdrawal of Benefits

After approval by the Committee of a request, a participant (other than as described in 6. above) may withdraw up to 240 hours for 56 hour members / 160 for 40 hour members.

If grounds exist, such a participant may request additional hours up to a total of 1456 hours for 56 hour members / 1040 for 40 hour members, which amounts shall be the maximum amounts allowed per participant. Additional hours shall be issued in blocks of no more than 240 and 160 hours respectively.

Limitations

A participant who has used the maximum medical absence leave hours specified immediately above (1456/1040) shall not be eligible for any additional benefits until such participant has accrued 168 hours for 56 hour employees / 120 hours for 40 hour employees of medical absence leave and contributed an additional 48 hours for 56 hour employees / 40 hours for 40 hour employees.

Medical absence leave that has been contributed to the Bank may not be removed for any reason other than those described in the Withdrawal of Benefits section of this Article.

Participants are not eligible for the return of and will not receive payment for any contributed medical absence leave hours upon termination of employment with the City, regardless of whether termination was voluntary or involuntary, and regardless of the reason for termination.

Any time off taken pursuant to this article shall be counted toward the participant's entitlement to any unpaid disability leave provided in the City's Personal Policy Manual.

All terms and conditions regarding said unpaid leave - including, without limitations provisions regarding the non-accrual of medical absence leave and vacation leave, non-payment for holidays, and responsibility for payment for group health insurance payments - shall apply to time off taken pursuant to this article.

Participants may not withdraw benefits for any period simultaneously covered by workers compensation or long-term disability payments provided however that a participant out on workers compensation of a period exceeding thirty (30) days may withdraw hours each pay period to cover all deductions and the difference between the workers compensation pay and their

average net pay. The average net pay will be calculated using the same thirteen-week period on which workers compensation pay was calculated. Under no circumstances will the use of compassionate leave be allowed to entich the participant beyond what they would earn if working.

The employee may continue to use the bank until one of the following occurs: (1) he reaches the maximum limit of hours available as defined in this policy under Withdrawal of Benefits; (2) he returns to work; or (3) he reaches MMI (Maximum Medical Improvement).

Nothing in this Article affects the right of the City to terminate the employment of any participant who exhausts all paid leave and all benefits under this article and who remains unable to perform the essential functions of his/her assigned position.

The City shall have the right to terminate benefits hereunder in cases in which the criteria for benefits are not met or cease to be met.

ARTICLE 31

UNIT TIME POOL

The City agrees to establish a unit time pool utilizing unit approved mandatory donated hours derived from vacation hours accrued by unit members. The time is to be used by the unit's executive board or those members designated by the president for the purpose of attending conferences, seminars, unit meetings, conventions and other functions not covered by City administrative time, as deemed necessary by the president.

The time pool shall require the donation, as previously approved by unit members, of five (5) vacation hours by unit members initially to establish the pool. Subsequent donations shall be required only to maintain the pool at the established level of 225 hours, when those hours drop to 120 hours or below.

New unit members will not be assessed until the first reassessment period following their becoming a unit member.

When time is required for the above mentioned purposes, the president shall submit to the chief or his/her designee the required form specifying the number of hours needed for any member of the executive board or his/her designee. The chief or his/her designee will submit the required form to the department's administrative assistant for forwarding to payroll.

Unit members have the option of donating greater than the five (5) hours of mandatory time required by this article.

If the need for time pool hours necessitates the use of overtime personnel, then those hours required will be deducted from the pool by the City at the overtime rate of 1.5.

ARTICLE 32

EXEMPT EMPLOYEE BONUS PACKAGE

The parties agree that, during the term of this agreement, the lieutenants, fire marshal and fire inspector will receive the exempt employee bonus package, which is granted to and received by all City employees who are exempt employees under Section 13 (a) (1) of the Fair Labor Standards Act.

ARTICLE 33

DRUG TESTING

The City and the Union agree that substance abuse at any level in the organization is detrimental to the safety and work performance of all employees. To help ensure that the community can feel confident that the City is providing a drug free workplace, the Union agrees that the City may continue to require drug testing of unit members. Such testing will be in accordance with the requirements of Section 440.102, Florida Statutes ("Section 440.102").

The City agrees to allow the Union to review all testing procedures under its control upon reasonable request to assure confidence in the integrity of the process. Specimen collection, to the extent of City control of the process, will be performed with due regard for employee privacy.

In the event a unit member eligible to do so has a portion of a specimen retested by a second laboratory, as allowed under Section 440.102(5) (g), Florida Statutes, 1999, if that test is positive, it shall be at the unit members expense, if negative, at that of the City.

Testing of unit members will take place at the following times: 1) annually, during and as part of the unit member's annual medical examination; 2) post accident, when the unit

member is involved in any accident occurring within the scope of employment with the City which results in physical injury or property damage in excess of \$1,000; or 3) at any time in response to reasonable suspicion as defined in Section 440.102. At no time will unit members be subject to random testing.

Any unit member subjected to testing for any post-accident event, or in response to reasonable suspicion will be assigned to duties which do not include driving/operating any apparatus until such time as the test is confirmed. If accommodations cannot be made to reassign the member to a position where they are not driving/operating apparatus, the member shall be reassigned to administrative duties as determined by their supervisor.

Any unit member who receives a confirmed positive test will, for the first such offense, be required to participate in an Employee Assistance Program (EAP) and will be suspended from duty without pay for a period not to exceed 48 hours for 56 hour employees and 40 hours for 40 hour people. In addition, follow up testing will be conducted in accordance with F.S.440.102 Section (4) (a) (4). Refusal to participate in the full EAP and follow-up testing will be conclusive grounds for discharge. At any time during the remainder of such unit member's employment with the City, a second confirmed positive test would result in discharge.

The Union agrees that at any time, including for a first such offense, should a unit member receive a confirmed positive test for a controlled substance contained in the inventory of medications used by the City in the provision of emergency medical services, the unit member will be discharged unless the unit member can establish that such substance was taken pursuant to a current lawfully given and received prescription.

ARTICLE 34

EDUCATIONAL ASSISTANCE

The City of Winter Park encourages unit members to continue developing and improving their skills for their current job and to prepare for promotional opportunities and advancement in their chosen career path. Therefore, unit members shall be eligible for educational assistance as described in section 6.10 of the City of Winter Park Personnel Policy Manual.

In addition to this policy, the City agrees to supplement the reimbursable amount approved in section 6.10 by an additional \$500 annually, beginning October 1 each year.

The City and the Union agree to make reasonable effort to utilize local educational institutions for the purpose of meeting the training needs of the agency. The City will have the right to recruit advanced training opportunities for unit members and when not available, shall approve opportunities outside the immediate area.

In addition to the educational reimbursement benefits available in section 6.10, the City of Winter Park will, when funding is available, sponsor selected unit members to training for State Paramedic certification training. Unit members who are selected to participate by the City shall agree to all policies of the Paramedic Training Sponsorship Program.

Upon receipt of State of Florida Paramedic certification, any reclassification of pay will be based upon position availability as a Paramedic. It will be the responsibility of the City only to offer such sponsorships when paramedic positions are available, however no guarantee is made to the reclassification of any unit member sponsored under this program.

Article 35

DURATION

This Agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2004, and shall terminate on September 30, 2007. If either party wishes to bargain collectively before October 1, 2007 for a new agreement that party must give written notice to the other to that effect, must be received by August 1, 2007. If either party gives such timely written notice, then the initial proposals of each party must be presented and received on or before September 1, 2004.

Executed August 1, 2005

CITY OF WINTER PARK

James S. Williams, City Manager
(Chief Executive Officer)

Executed August 1, 2005

**WINTER PARK PROFESSIONAL
FIREFIGHTERS, LOCAL 1598**

Dan Hagedorn, President

Ratified this 1st Day of August, 2005

CITY OF WINTER PARK

Kenneth P "Kip" Marchman, Mayor

Attest:

City Clerk

Ratified this 1st Day of August, 2005

Attest:

Brad Grainger, Secretary, Local 1598