

AGREEMENT BETWEEN CITY OF WINTER PARK, FLORIDA

AND

WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF

("A" Unit)

&

("B" Unit)

2019-2022

Table of Contents

PREAMBLE ..... 5

ARTICLE 1 - RECOGNITION ..... 6

ARTICLE 2 - UNIFORMS AND MAINTENANCE ..... 7

ARTICLE 3 - WITNESS SERVICE ..... 8

ARTICLE 4 - JURY SERVICE ..... 10

ARTICLE 5 - DUES CHECKOFF..... 11

ARTICLE 6 - GENDER..... 12

ARTICLE 7 - INSURANCE ..... 13

ARTICLE 8 -PROTECTIVE CLOTHING ..... 15

ARTICLE 9 - SAFETY AND HEALTH..... 17

ARTICLE 10 - HOLIDAYS ..... 18

ARTICLE 11 - VOTING ..... 20

ARTICLE 12 - MILITARY LEAVE..... 21

ARTICLE 13 - BULLETIN BOARDS ..... 22

ARTICLE 14 - PERSONNEL RULES AND ORDINANCES ..... 23

ARTICLE 15 - MANAGEMENT RIGHTS..... 24

ARTICLE 16 - WORK DAY, WORK PERIOD, PAY PERIOD, EXTRA DUTY AND OVERTIME ..... 25

ARTICLE 17 - PROMOTIONAL OPPORTUNITIES ..... 27

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE ..... 28

ARTICLE 19 - HUMAN RIGHTS ..... 33

ARTICLE 20 - PHYSICAL FITNESS ..... 34

ARTICLE 21 - APPENDICES AND AMENDMENTS ..... 35

ARTICLE 22 - COMPENSATORY TIME..... 36

ARTICLE 23 - SAVINGS ..... 37

ARTICLE 24 - SALARIES ..... 38

ARTICLE 25 - INCENTIVE COMPENSATION ..... 40

ARTICLE 26 - MANDATORY LEVELS OF PROBATIONARY FIREFIGHTER TRAINING ..... 42

ARTICLE 27 - ADDITIONAL COMPENSATION FOR WORK IN HIGHER CLASSIFICATION ..... 43

ARTICLE 28 - DETAIL PAY ..... 44

ARTICLE 29 - COMPASSIONATE LEAVE BANK..... 45

ARTICLE 30 - UNIT TIME POOL ..... 48

ARTICLE 31 - EXEMPT EMPLOYEE BONUS PACKAGE..... 50

ARTICLE 32 - DRUG TESTING ..... 54

ARTICLE 33 - EDUCATIONAL ASSISTANCE ..... 54

ARTICLE 34 - PENSIONS..... 56

ARTICLE 35 - EMERGENCY DEPLOYMENT COMPENSATION ..... 57

ARTICLE 36 - PERSONAL LEAVE ..... 58

ARTICLE 37 - LONG-TERM MEDICAL LEAVE ..... 62

ARTICLE 38 - EMPLOYEE APPRAISAL SYSTEM ..... 64

ARTICLE 39 - DURATION ..... 65

SIGNATURE PAGE ..... 66

PREAMBLE

THIS AGREEMENT, executed as of this 1<sup>st</sup> day of October, 2019 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 and certified probationary fire fighters and fire engineers employed by the City of Winter Park.

EXCLUDED FROM THE "A" UNIT:

Fire chief, deputy fire chief, fire division chiefs, fire marshal, deputy fire marshal, fire inspector, battalion chiefs, lieutenants, captains, administrative employees and all other employees employed by the City of Winter Park.

INCLUDED IN THE "B" UNIT:

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

EXCLUDED FROM THE "B" UNIT:

All full-time and probationary certified fire fighters, paramedics, engineers, fire division chiefs, deputy fire chief, fire chief, administrative 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 three (3) hours 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 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.

Unit members that have been called and placed on stand-by status by an official of the court, thereby restricting their off-duty activities, shall receive two (2) hours compensatory time, for each day they are placed on stand-by. The compensatory time will be counted at a straight-time rate and not be used or included when calculating any overtime for the purposes of compensation under the Fair Labor Standards Act. If a unit member is on stand-by for multiple cases during the same period of time, only



two (2) hours of compensatory time will be allowed to be accrued for each day on stand-by. This benefit will only apply when stand-by is required during a unit member's off-duty time. Stand-by status will begin when the member is actually called, text, or emailed by the witness coordinator within the two week trial period notifying them that the trial is set to be heard, and only for the day(s) they are told they will be needed for court appearance.

Stand-by status will end once the member is notified the case has been resolved or their testimony will not be required, or when the member actually responds to court. Stand-by status will not apply to subpoenas received for a trial period or for the two week notice of trial unless the member is notified (called, text, or emailed) by a court representative that the trial is set to be heard and their appearance is required.

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 three (3) hours 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 Human Resources. 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.

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 - 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 up to Department Head level. It is understood that "health" as used in this paragraph includes certain dental coverage. The City reserves the right to terminate 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 elect dependent coverage will pay the premiums determined by the City each plan year through payroll deduction.

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 same rights with regard to unit members to agree upon with the provider, to make any changes in the costs 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 as it has with regards to its non-bargaining unit employees. 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.

In addition, the City may make any changes in the program necessary to comply with all applicable laws, including the Patient Protection and Affordable Care Act of 2010, and all applicable regulations under such laws and changes in such laws and regulations. The Union further agrees that the City may make other changes or alterations in cost, coverage, benefits, amounts thereof or any other characteristics that result from circumstances beyond the City's control.

The City shall not be obligated to bargain over any of the changes referred to in this article or over the effects of any such changes.

The parties also agree that the Union may select one individual to sit as a member of any formal employee review committee or focus group formed by City Administration to review health benefits.

ARTICLE 8 -PROTECTIVE CLOTHING

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.

- One fire helmet
- One complete structural firefighting ensemble
- One pair of fire fighter-type gloves
- One pair of fire fighter boots with safety insoles, knee-high
- Firefighter's protective hood
- SCBA face piece assembly

Such firefighting 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.

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.

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.

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.

The City agrees to maintain said equipment as outlined by the NFPA 1851.



ARTICLE 9 - 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 10 - HOLIDAYS

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

1. New Year's Day (January 1).
2. Dr. Martin Luther King Jr. Day (Third Monday in January) is 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)

No unit members shall be eligible for any floating holiday or payment therefore until after six months of employment.

Unit members have the option to take any floating holiday as a 24-hour shift off with pay, or to be compensated 24-hours of straight time to be paid out during any pay period in the fiscal year.

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 with additional 24 hours (12 hours for ½ day) compensation per employee per holiday at straight time.

An employee who is on approved Personal Leave or Long-Term Medical Leave on a designated holiday under this agreement shall be paid for the holiday as prescribed above. However, an employee on leave

without pay; on disability leave; on any leave under or allegedly under the Workers' Compensation law; or on any leave while receiving compassionate leave benefits as prescribed in this agreement shall not receive holiday pay if on any such leave on any designated holiday.

ARTICLE 11 - 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 12 - MILITARY LEAVE

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall be entitled to leave without loss of pay during periods in which the employee is engaged in annual field training, other training exercise, or other similar activities as a reservist as required by his service, other than deployment to active duty. Such leave with pay shall not exceed 408 hours in any one calendar year. In no case shall such per-day pay exceed the regular work day or regular shift pay at the base rate. Copies of all relevant orders must be provided before military leave is granted.

For weekend drills, the employee approved for leave will be granted time off at 1900 hours on Friday (if on duty) preceding the drill and shall return to work on his/her first duty day after the drill is completed. For annual (two week) drills, the member shall be granted time off for the entire time and shall return to work on his/her first duty day after the drill is complete. All time off shall be counted as time worked and be documented as Military Leave (ML). Should a member have a scheduled Kelly Day during Military Leave, the Kelly Day shall be rescheduled.

ARTICLE 13 - 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. 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 14 - PERSONNEL RULES AND ORDINANCES

The parties agree that changes may be made to the Personnel Policy Manual, Standard Operating Guidelines 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 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 15 - MANAGEMENT RIGHTS

It is the right of the City to determine unilaterally the purpose of the Winter Park Fire Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the Winter Park Fire Department and to direct its employees in that Department.



ARTICLE 16 - 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 fourteen (14) consecutive days.

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 staffing.

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 there under 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. Personal leave, excluding pay out of Personal Leave hours for approved emergency situations or in the case of termination, shall count as hours worked. Military Leave, as described in Article 12 of this document, shall count as hours worked. Use of any Long Term Medical Leave as described in Article 37 of this document shall not be counted 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. 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 twelve (12) 24-hour periods per twelve-month period. Kelly Days will count as hours worked for overtime computation purposes. Kelly Days, once scheduled, may not be taken outside of the month they were originally scheduled in.

Unit members will be afforded the opportunity to work-back on their assigned Kelly Day if the daily minimum staffing for their shift would require either a 12 or 24-hour overtime person. Should the unit member choose to work-back on their Kelly Day they will be paid an additional 12 or 24 hours of pay based upon their base hourly rate. It shall remain the decision of management to utilize personnel to fill any overtime position and it shall be the choice of the unit member to accept any offer to work-back an assigned Kelly Day. Unit members may only be offered to work-back on their assigned Kelly Day.

With regards to the scheduling of Personal Leave, the City agrees to maintain the existing process of awarding such Leave and that under the staffing levels in place at time of ratification, no more than three positions would be made available for use of scheduled Personal Leave. In the case where a Kelly Day is scheduled, a total of four 56-hour personnel may be off at any one time.

If more than one person is scheduled on Kelly Day, management will reserve the right to reschedule one (1) Kelly Day to another available position within the current Kelly Day period. In any case, no more than four (4) 56-hour personnel may be scheduled for Kelly Day or Personal Leave at any given time. Management reserves the right to schedule all leave.

ARTICLE 17 - 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 18 - 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 ten (10) 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 ten (10) 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 ten (10) 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 results at a later time in the action which is the subject of the grievance. In any case in which a grievance is presented to the City without

the Union's knowledge, and that fact is known to the City the City, shall within one (1) business day forward a copy of the grievance to a member of the Union's Executive Board.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or the Union, within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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. For each individually claimed grievance process and beginning with the Federal Mediation and Conciliation Service (FMCS), the City and the Union agree to alternate the use of arbitration services between the American Arbitration

Association (AAA) and the FMCS. The use of any arbitration service will be limited to only one of the two aforementioned services.

Once the specific service agency is selected, 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 thirty (30) 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 ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the 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 19 - HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, religion or marital status or any other class protected under federal, state or local statutes of any unit employee shall not be a basis for the application this agreement.

ARTICLE 20 - 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 21 - 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 22 - COMPENSATORY TIME

The maximum number of compensatory hours which can be accumulated by "A" Unit members is 168; for "B" Unit members who work a 56-hour shift, 168 and for "B" Unit 40 hour employees, 120

ARTICLE 23 - 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 24 - SALARIES

The City agrees to pay base compensation to all unit employees after the date of full ratification of this Agreement at their base rates on that date.

On October 1, 2019 the City will implement the pay ranges identified in Appendix A and will amend the hourly rate for any unit member who is below the minimum hourly rate of his/her current pay range. During the term of this agreement, the City will use the Consumer Price Index for All Urban Consumers (CPI-U) for the South on April of each year to determine any percentage adjustment to the pay ranges that will go into effect on the following October 1<sup>st</sup>. If there is a negative CPI adjustment, no change will be made to the pay ranges. This adjustment will only amend the current hourly rates for those members who are below the new minimum of the range.

Should the City during Fiscal years 2020, 2021, or 2022 provide any salary increases to all City employees, other than unit members, that exceed in total the amount referenced in this article for any one individual fiscal year, the additional amount will be granted to unit members in the next full pay period following the effective date of the increase.

The employment performance of all unit members will be evaluated annually on their designated merit date utilizing the current employee performance appraisal system.

All increases noted shall be based upon the final ratings awarded by the unit member's supervisor and approved by the Fire Chief. A minimum overall rating of 2.5 must be achieved to receive any merit increase. Any unit member who receives a rating from 0-2.4 will be scheduled for a re-evaluation six months from their annual appraisal date. Any actions resulting from a re-evaluation will not change the members original annual merit date, and he/she would be eligible for a retroactive merit increase based on their performance at that time.

Beginning on October 1, 2019 and ending on September 30, 2022, any unit member receiving a performance rating of 2.5 to 3.2 will receive a base salary increase of 3.0% and unit members receiving a rating of 3.3, or higher will receive a base salary increase of 3.5%.

If the unit members annual merit increase brings them to their maximum pay limit as noted in Appendix A, the increase for that fiscal year may be less than that afforded other unit members. At no point shall a unit member have a base annual compensation above the maximum annual salary listed in Appendix A of this document.

Unit members who are promoted from the classification of Firefighter to Engineer or from Engineer to Lieutenant will receive an increase in base compensation equal to 11%.

Unit members who are promoted from the classification of Firefighter to Lieutenant, and any unit member approved by management to change their medical certification from EMT to Paramedic will receive an increase in base compensation equal to 13%, rounded up, as necessary, to the minimum pay level of the grade.

Any salary change resulting in a base compensation increase of more than 15% will change the affected member's annual evaluation/merit date to the date of action. Except as otherwise provided in this article, no increases in compensation will be promised or given which would result in an employee's base compensation being above the maximum salary for his position.

At no time during the duration of this agreement will any unit member be paid base compensation above the maximum amount indicated in Appendix A.

ARTICLE 25 - 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. Associate’s Degree: \$487.00 per year;
2. Bachelor’s Degree: \$650.00 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.

Transport Incentive: 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.

The City shall pay a the following Paramedic Preceptor incentive compensation for each hour of training;

- Paramedic Student in P1 – P3 Levels of Training \$1.50 per hour



- Paramedic Student in P4 and Provisional Paramedics \$2.00 per hour

No incentive will be paid for monitoring any EMT students. Tiller Operator Incentive: The City will pay as incentive compensation one dollar (\$1.00) per hour for any qualified Firefighter assigned to the tiller operator position only. The City will determine the level of qualification for tiller operator. Engineers and Lieutenants are not eligible for tiller operator incentive.

ARTICLE 26 - MANDATORY LEVELS OF PROBATIONARY FIREFIGHTER TRAINING

The City shall continue to maintain mandatory training requirements for all entry-level, probationary firefighters.

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.

Training opportunities afforded to probationary firefighters will be scheduled by the City and shall not be considered part of any educational opportunities otherwise offered to non-probationary members.

ARTICLE 27 - 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 28 - 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 29 - COMPASSIONATE LEAVE BANK

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

The Compassionate Leave Bank (Bank) provides benefits equivalent to medical leave for participants who experience personal injury or illness, including illness caused by or related to pregnancy or maternity (herein referred to as a "Qualified Illness") and are for such reason unable to perform the essential functions of their assigned position. It is to be used only after the expiration of all other forms of paid leave such as, but not limited to, Long-Term Medical, Personal Time Off, Floating Holiday Hours, Kelly Days, and Compensatory Time.

The Human Resources Division will administer the Bank and will keep the only official records of all hours in the Bank and all hours granted to and used by participants. The plan year for the Bank commences January 1<sup>st</sup> of each year.

The Human Resources Division Director will review requests for benefits and will be solely responsible for determining the eligibility of a participant to receive benefits pursuant to this article.

Eligibility for Participation and Contributions

Bargaining unit members must meet the following criteria to be eligible to participate:

- (1) minimum of six months continuous service as of the 15<sup>th</sup> of December, and
- (2) Long Term Medical accruals as of the last paycheck of December must have a minimum balance equivalent to 5 shifts.

In order to continue to be a participant, you must have the minimum number of hours listed above to enroll each year.

Members must elect in writing to be a participant between December 1 and December 15 of each year. The only exceptions is newly hired employees of the bargaining unit may elect to participate within 14 calendar days immediately following six months of continuous service.

**New participants** will contribute accrued Long Term Medical hours equivalent to 2 shifts.

Newly hired employees that elect to participate during the 14 days immediately following 6 months of employment shall contribute 1 shift at the time of election and shall be assessed for the remaining 1 shift on the last paycheck of December in addition to the annual uniform assessment.

**Continuing participants** will donate the number of hours necessary to replenish the Bank. The Human Resources Division will determine this amount based on hours used from the Bank during the previous year. The Human Resources Division will maintain the balance in the Bank at amounts at least equal to 2

shifts for each active participant. If it is determined an assessment is required to replenish the Bank, all participants will be notified and such assessment will be taken on the second pay check in January.

#### Request for Benefits

Participants who experience a Qualified Illness, and who have used all available paid leave except for 1 shift of Personal Time Off may request benefits. A completed Compassionate Leave Request for Benefits Form along with medical certification shall be submitted to the Human Resources Division Director. Benefits will not be granted unless the personal injury or illness is the sole reason the participant is unable to perform the essential functions of his/her assigned position.

A decision shall be made whether to award benefits to the requesting participant within 7 calendar days of receipt of the request. The Human Resources Division Director has the authority to request additional medical certification and/or information to make a final determination, and such decision may be deferred until satisfactory medical certification is received. In all cases, it is the participant's exclusive responsibility to furnish such information.

The date of the initial absence for a continuing illness determines the Bank year for qualifying benefits.

#### Withdrawal of Benefits

Following approval of Compassionate Leave by the Human Resources Division Director, the member may withdraw up to the maximum benefit allowed per participant which shall not exceed 1456 for 56 hour members and 1040 hours for 40 hour members. This does not preclude the Human Resources Division Director from requesting periodic updates no more frequently than every 30 calendar days.

#### Limitations

The Compassionate Leave Bank shall run concurrently with the 180 calendar days of unpaid leave granted as per the City's Disability Policy.

Should a member use the maximum benefit, he/she shall not be eligible for any additional benefits until they requalify for annual enrollment as noted above in Eligibility for Participation and Contributions.

Compassionate leave benefits will cease when a member becomes eligible for payments from the City's Long-Term Disability Insurance. Qualifying time for disability leave is not affected by Compassionate Leave utilization.

Any contributed Long-Term Medical Leave hours cannot be returned to the employee's bank and will not receive any payment for such hours upon termination of employment with the City, regardless of whether termination was voluntary or involuntary, and regardless of the reason for termination.

Employees will not accrue Long-Term Medical, Personal Time Off, or Floating Holiday hours while on Compassionate Leave.

An employee on Compassionate Leave shall not be paid holiday pay, but may use Compassionate Leave hours to cover the unpaid holiday.

Participants out on workers' compensation for a period exceeding 30 days may utilize Compassionate Leave to supplement pay up to 100% of the employee's average net as calculated for workers' compensation pay. Under no circumstances will the use of Bank hours be allowed to enrich the participant beyond what they would earn if working.

The employee may continue to use the Bank until one of the following occurs: (1) the employee reaches the maximum hours for which he/she is eligible as defined in the policy under "Withdrawal of Benefits"; (2) the employee returns to work; (3) the employee becomes approved for Long Term Disability Insurance Benefits; or (4) the employee receiving workers' compensation benefits reaches Maximum Medical Improvement.

Nothing in this article affects the right of the City to terminate the employment of any participant who exhausts all paid and unpaid leave and all benefits under this article and/or City policy and still 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 30 - UNIT TIME POOL

The City agrees to establish a unit time pool utilizing unit approved mandatory donated hours derived from personal leave 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) Personal Leave 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. The president will submit a letter to the Chief or his/her designee to replenish time pool hours as needed to maintain established levels.

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. Pool hours will be charged on an hour-for-hour basis to a total of 36 hours per unit member, per event.

Example: Unit member A is approved to use 24 pool hours to attend a meeting out of town and an overtime person is required to meet minimum staffing which was caused by the use of the pool hours.



The Union Time Pool will be charged 24 hours for member A and 12 hours for the overtime person for a maximum of 36 hours. If no overtime person is required, only those hours needed to cover member A would be deducted. This formula will apply to each individual approved for pool hour use.

ARTICLE 31 - EXEMPT EMPLOYEE BONUS PACKAGE

The parties agree that, during the term of this agreement, the captains, lieutenants, fire marshal and fire inspectors 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 32 - DRUG TESTING

The city and union agree to the safe and efficient delivery of emergency services to the visitors and citizens of Winter Park. The parties agree that all members be free of impairment, to any degree from illegal drug usage. The city and union realizes that any kind of substance abuse or medication misuse can adversely affect the performance of a member as well as endanger the public, the member or other members. 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").

Bargaining unit employees are encouraged to seek substance abuse treatment and/or counseling. An employee's decision to voluntarily seek substance abuse treatment and/or counseling, or to report substance abuse to Human Resources or management, will not be used as the basis for disciplinary action.

Testing of unit members will take place at the following times: 1) 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; 2) at any time in response to reasonable suspicion as defined in Section 440.102, 3) or randomly as outlined in this article. The City will be responsible for the costs incurred for all required drug testing.

Random Drug Testing

The city and the union agree that all members employed by the fire department will be subjected to random drug testing. This random testing article shall be considered independent of fit-for-duty physicals, post-accident, or reasonable suspicion as defined in Section 440.102.

Testing shall be administered on a randomized basis of not more than twice annually for each member. Cost(s) of testing will be covered by the city. Testing of selected members will be performed while on duty. The city reserves the right to determine the testing site and location.

Members being tested will be required to sign a consent to test and authorization to release test results to the city before the test shall be administered. Failure to authorize consent shall be considered a refusal to test and subject to discipline up to and including termination.

Any member(s) refusing to test will be immediately relieved from duty and placed on leave without pay until the member submits to testing. Succeeding shift assignments missed will be considered absence without leave. An employee refusing to test is subject to disciplinary action up to and including termination.

The city and union agree random screening shall include all chemical compounds considered illegal or un-prescribed to the member at the date of testing. If a member tests positive for a substance for which the employee has an active prescription from a licensed medical provider the member must produce proof of said prescription(s) before returning to active duty.

#### Second Chance Opportunity

Members selected for random testing shall have available a "Second Chance" opportunity to request assistance before the random test is administered. The member must immediately notify their shift commander their request for employee assistance. Once requested the Second Chance cannot be rescinded. The Second Chance will not be used to delay the random test.

A member requesting Second Chance will be removed from active duty and placed on personal leave. The member will be required to complete an appropriate treatment program as required by the city and the employee's medical provider. Members participating in the Second Chance program will utilize personal leave and long-term leave consistent with Article 36 for a minimum period of twenty-one (21) calendar days while undergoing treatment. Following the 21-day period, the member must submit to and successfully pass a drug screen. If the member fails the rescreening process, the member will complete additional ten (10) day period(s) of personal leave. The member will be rescreened as scheduled by the city until the member passes the screening process prior to returning to duty. The Second Chance opportunity may be used one time in a ten-year period from the date of initial test.

A member who utilizes the Second Chance and tests positive on any test within a ten year period is subject to termination.

Positive Test Results

Any member testing positive for an illegal substance for any of the above noted reasons it will be considered a violation of the City's Drug Free Workplace policy. Any member violating this policy will receive an automatic one-day suspension (24 hours) without pay.

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.

Following a positive test, the city reserves the right to determine appropriate rehabilitative efforts, counseling or treatment program. The member will be placed on personal leave for a minimum period of twenty-one (21) calendar days. Following the 21-day period of leave, the member must submit to and successfully pass a repeat drug screen. If the member fails the rescreening process, the member will complete an additional ten (10) day period(s) of personal leave and submit to rescreening, as scheduled by the city until the member passes the testing process.

The city and union agree the city may receive periodic treatment status updates while a member is undergoing treatment.

The city and union agree that a member who tested positive or has completed the Second Chance program will be subject to additional screenings for a period of twelve months (12) from the date of returning to active duty.

ARTICLE 33 - 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 the City of Winter Park Personnel Policy Manual.

In addition to the financial assistance offered under this policy, the City agrees to supplement the reimbursable amount approved by an additional \$500 each year, beginning on October 1st.

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, 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. A selection process for all participants in this program shall be established and agreed upon by both the Union and the City. In addition, any unit member who may choose to attend the paramedic curriculum at Valencia College outside of this program shall be provided a letter of support from the City identifying them as employees of the City.

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.

The City agrees to support the attendance of two (2) unit members to the IAFF Redmond Firefighter Health and Safety Symposium and the Fire Department Instructors Conference (FDIC). Attendees at these events will receive those benefits identified in SOG 430.02 for a Class "A" training event. The City also agrees to follow the City Personnel Policy manual for any conference related expenses for these events. To receive this benefit, unit members will be recommended by the Union Executive Board with final approval made by the Fire Chief. All applications for attendance must be filed in time to receive the maximum discount for early registration to the event. The City reserves the right to select additional unit members over and above the two unit members approved under this Article to attend these events. Any additional Unit members who attend these events will be required to apply under the current City Personnel Policy for conference attendance.

All unit members who are eligible to receive city sponsored educational assistance as described in the Personnel Policy Manual, may, upon approval of the Fire Chief utilize up to 120 hours for 40 hour members and 168 hours for 56 hour members for the purpose of funding approved educational expenses. These expenses may only include those specifically outlined in the current City Personnel Policy Manual.

ARTICLE 34 - PENSIONS

The City agrees to continue to fund the current Defined Benefit (DB) Pension Plan for all qualified unit members as required by Florida Statute. For all unit members who do not qualify for the DB plan, the City agrees to continue to fund the current Defined Contribution (DC) Plan as described in the City Personnel Policy Manual.

A defined contribution (share) plan will be created by the City, in consultation with the Union, to implement the provisions of Section 175.351(6), Florida Statutes. Funding for the share plan shall be in accordance with the statutory default under Section 175.351.



ARTICLE 35 - EMERGENCY DEPLOYMENT COMPENSATION

The City agrees to offer compensation to those unit members who are deployed as a result of the City's participation in the State of Florida Mutual Aid Agreement. Deployment compensation will be paid in the following manner;

Upon notification by the State of Florida to the City of a request for resource assistance, a unit member assigned to deploy, or to back-fill a vacated position, will be compensated for those hours which are reimbursable under the guidelines of the Federal Emergency Management Agency (FEMA). The City will calculate those hours worked by the unit member and compensate for all hours worked under the Fair Labor Standards Act (FLSA).

Unit members not on-duty at the time of the deployment activation will be compensated from the time of confirmed response

ARTICLE 36 - PERSONAL LEAVE

All permanent, full-time employees shall earn Personal Leave as prescribed in the City of Winter Park Personnel Policy Manual. Temporary and part-time employees, if any, shall not be eligible to earn or accrue Personal Leave. Employees are eligible to use accrued Personal Leave after six months from date of hire. Personal Leave is provided at the following annual rates:

All 56-hour UNIT Members:

Minimum Length of Service	Personal Leave Hours
1 year .....	188
2 years .....	199
3 years .....	210
4 years .....	221
5 years .....	244
6 years .....	255
7 years .....	266
8 years .....	277
9 years .....	288
10 years & over .....	300

All 40-hour Members / Fire Inspector & Fire Marshal

Minimum Length of Service	Personal Leave Hours
1 year .....	120
2 years .....	128
3 years .....	136
4 years .....	144
5 years .....	160
6 years .....	168

7 years ..... 176  
8 years ..... 184  
9 years ..... 192  
10 years & over ..... 200

Personal Leave will accrue per pay period (26 pay periods per year).

The maximum number of Personal Leave hours which can be accumulated will be 672 for unit members who work a 56-hour work week; 520 for unit members who work a 40-hour work week.

Personal 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 Personal Leave. The minimum charge for Personal Leave shall be units of one hour.

Sell Back: Any unit member will have the opportunity to sell-back Personal Leave on September 30<sup>th</sup> of each year as long as he/she meets one of the following criteria: (1) Personal Leave bank equals 672 hours for 56 hour members (520 hours for 40 hour members) may sell back up to 15% of the total hours at straight time, or (2) Personal Leave bank for 56 hour members equal 600 hours (470 hours for 40 hour members) may sell-back up to 10% of total hours at straight time.

Any other Personal Leave earned in excess of the hours indicated in this article which is not taken before September 30<sup>th</sup> or paid out as a part of the sell-back formula will be forfeited as of October 1st.

All sell-back hours will be paid during the first pay period in November.

Payment for earned unused Personal Leave, other than at layoff, termination or under the sell back provisions in this article will be granted only under extraordinary circumstances and only with the approval of the City Manager or his/her designee. Such approval will only be granted if there is a documented severe financial hardship. The employee requesting payment must submit the request in writing along with sufficient supporting information to document the hardship. The employee must have enough accrued Personal Leave to leave a minimum of one (1) week in his or her accrual. The request cannot exceed 120 hours for 40 hour employees or 168 hours for 56 hour employees. No more than one request will be approved for any 24-month period.

Employees will be paid at straight time to a maximum of 728 hours for 56-hour unit members and 520 hours for 40-hour unit members for all unused but earned Personal 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 Personal Leave, payment for such earned hours shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the law of Florida.

Use of Personal Leave: Unit members shall schedule the use of Personal Leave in accordance with agreed upon system of both annual and nominal scheduling with the unit members identified supervisor. Scheduling of Personal Leave for 56-hour members must be approved by a Battalion Chief or Division Supervisor a minimum of 12 hours in advance of the assigned work day; and 24 hours in advance for all 40-hour employees. In the case of 56-hour members, a supervisor may award the use of Personal Leave within 12 hours of an assigned shift if the approval will not force the use of overtime to maintain minimum staffing.

The first 40 hours of continuous Personal Leave (scheduled or unscheduled) used by a 40-hour unit member and the first 36 hours of continuous hours of Personal Leave (scheduled or unscheduled) used by a 56-hour unit member to be away from work for any personal illness shall be charged to Personal Leave. Absences extending beyond that time will be recorded in accordance with the Long-Term Medical Leave absence policies in Article 37. Even if a unit member returns to duty, any Long-Term Medical Leave event which is identified by diagnosis of a physician and documented to the City shall be considered as one continuous event for the purposes of recording as Long-Term Medical Leave.

Example: Unit Member "A" is ill and uses 36 hours of Personal Leave immediately followed by 36 hours of Long-Term Medical Leave. After being cleared by his physician Unit Member "A" returns to duty for 48 hours. On the next duty day, the unit member once again is ill and is diagnosed by his physician to have the same illness as was the cause of the first use of Long-Term Medical Leave. After providing a physician's note to the City the time off duty shall be considered one event for the purposes of recording the time as Long-Term Medical Leave.

Unscheduled Personal Leave: Unit members may choose to use Unscheduled Personal Leave for time away from duty because of their own personal illness or injury or when required to provide care for a member of his/her household due to an illness, injury or unexpected emergency. As per the Personnel Policy Manual, in the case of multiple consecutive days of Personal Leave for the same illness or injury, the first day is Unscheduled Leave and the remainder are Scheduled Leave. Scheduled Personal Leave may requested in advance for 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 Personal Leave shall not exceed the time required to complete such appointments. All Unscheduled Personal Leave related to illness or injury whether personal or for care of a member of the household are considered unexcused until proper documentation from a physician or physician's representative has been provided to Human Resources. A Chief Officer may deem any Unscheduled Personal Leave not related to illness or injury as excused based on his/her discretion. Unscheduled, unexcused Personal Leave in excess of 72 hours during the unit member's annual evaluation period may be cause for a reduction in the rating for said period.

ARTICLE 37 - LONG-TERM MEDICAL LEAVE

The City shall grant to unit employee's Long-Term Medical Leave as described below, on the terms and conditions as below set forth.

Long-Term Medical Leave shall be granted to and shall be earned only by permanent, full-time employees. Long-Term Medical Leave shall be accrued at the rate of 4.3077 hours per pay period for 56 hour employees to a maximum allowed accrual of 1,392 hours and at a rate of 3.0769 hours per pay period for 40 hour employees to a maximum allowed accrual of 1,000 hours.

An employee who is unable to work due to illness shall notify his designated supervisor as early as possible prior to his scheduled reporting time, giving the expected period of absence. Such procedure shall be followed for each shift the employee is unable to work unless otherwise noted by a physician's note. 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.

Long-Term Medical Leave shall be used only in accordance with the City of Winter Park Personnel Policy Manual. Long-Term Medical Leave shall not be authorized prior to the time it is earned and credited to the employee. The minimum charge for all Long Term Medical Leave is one-half hour.

Long-Term Medical Leave use is authorized only in the event of the employee's personal illness, injury, or exposure to a contagious disease, which would endanger other employees.

When a unit member uses Long-Term Medical Leave, 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.

Long Term Medical Leave may be used for family leave (paternity leave, adoption of a child, or the illness of an immediate family member living in the employee's household for whom the employee is

the primary care giver) after the use of 72 consecutive hours of Personal Leave (Scheduled or Unscheduled) for 56 hour employees (40 consecutive hours for 40 hour employees) for the same purpose. The maximum use of Long Term Medical Leave for this purpose is 72 hours for 56 hour employees or 40 hours for 40 hour employees. The City will follow the Family Medical Leave Act for all qualifying family leave.

No employee shall be paid under any circumstances for unused Long-Term Medical Leave. An employee who separates from City employment for any reason shall forfeit earned but unused Long-Term Medical Leave.

Long-Term Medical Leave Conversion Option: The City shall offer to all eligible unit members the option to convert a portion of a unit members accrued Long-Term Medical hours under the following situation. A 40-hour unit member who uses less than 40 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave or a 56-hour unit member who uses less than 56 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave has the option to convert a portion of his Long-Term Medical Leave hours to Personal Leave hours in accordance with the formulas described in City Personnel Policy Manual.

To be eligible for any conversion of Long-Term Medical Leave hours under this Article, the unit member must be employed by the City in a qualified position on December 31st of the prior calendar year and must have an accrued Long-Term Medical Leave balance of 160 hours for 40-hour members, and 224 hours for 56-hour members. Conversion of Long-Term Medical Leave will only occur once annually at a time determined by the City.

ARTICLE 38 - EMPLOYEE APPRAISAL SYSTEM

The City and the Union agree that all unit members will participate in the TrakStar® Employee Appraisal system. Each unit member shall complete the required appraisal within the prescribed time limit as established by the City. If during the duration of this agreement the TrakStar system becomes no longer available, the City and the Union agree to seek out a similar electronic employee appraisal system. If none is found, all appraisals will revert back to the previous (paper) employee system appraisal system.



ARTICLE 39 - DURATION

This Agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2019 and shall void and completely replace the Agreement currently in effect for Fiscal Year 19. This Agreement shall terminate on September 30,2022. If either party wishes to bargain collectively before October 1, 2022 for a new Agreement that party must give written notice to the other to that effect which must be received on or before June 1,2022. If either party gives such timely written notice, then the initial proposals of each party must be presented and received on or before July 1,2022. If timely written notice under this Article 39 is not given by one or both parties, this Agreement will continue in effect from fiscal year to fiscal year thereafter, except for the “re-opener” below.

This Agreement may be reopened upon written notice by either the City or the Union during the duration of this agreement to discuss Article 34 (Pension). No other issues may be the subject of collective bargaining during the re-opener in the absence of mutual agreement in writing between the City and the Union. During any such negotiations all provisions of this agreement shall continue in full force and effect unless and until new provisions are ratified in full.

SIGNATURE PAGE

Executed: CITY OF WINTER PARK, FLORIDA

*Randy Knight*

\_\_\_\_\_  
Randy B. Knight, City Manager  
(Chief Executive Officer)

WITNESS:

*Kristi Wong*

\_\_\_\_\_  
Kristi Wong, Human Resources Division Director

Executed: WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF

*[Handwritten Signature]*

\_\_\_\_\_  
Kevin Powers, President, IAFF Local 1598

ATTEST:

*RKD*

\_\_\_\_\_  
Kevin Dixon, Secretary, IAFF Local 1598

Ratified this

City of Winter Park, Florida

*Steve Leary*

\_\_\_\_\_  
Steven Leary, Mayor

Attest:

*Rene Cranis*

\_\_\_\_\_  
Rene Cranis, City Clerk

Ratified this

Winter Park Professional Fire Fighters, Local 1598, IAFF

*[Signature]*

\_\_\_\_\_  
Kevin Powers, President IAFF Local 1598

Attest:

*RKD*

\_\_\_\_\_  
Kevin Dixon, Secretary, IAFF Local 1598