

**AGREEMENT BETWEEN CITY OF WINTER PARK, FLORIDA
AND
TEAMSTERS LOCAL UNION NO. 385**

2011 – 2012



TABLE OF CONTENTS

	PREAMBLE	i
ARTICLE 1	RECOGNITION	1
ARTICLE 2	APPENDICES AND AMENDMENTS	2
ARTICLE 3	HUMAN RIGHTS	3
ARTICLE 4	GENDER	4
ARTICLE 5	UNION DUES	5
ARTICLE 6	BULLETIN BOARDS.....	6
ARTICLE 7	MANAGEMENT RIGHTS	8
ARTICLE 8	GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 9	RULES AND REGULATIONS	15
ARTICLE 10	UNION BUSINESS.....	16
ARTICLE 11	HOURS OF WORK AND OVERTIME	18
ARTICLE 12	COMPENSATION	23
ARTICLE 13	EMPLOYEE MANAGEMENT COMMITTEE.....	24
ARTICLE 14	CALL-BACK PAY / ON-CALL / STAND-BY PAY.....	25
ARTICLE 15	WITNESS SERVICE.....	28
ARTICLE 16	TRANSFERS AND REASSIGNMENTS	30
ARTICLE 17	UNIFORMS AND EQUIPMENT	31
ARTICLE 18	REPLACEMENT OF PERSONAL PROPERTY	32
ARTICLE 19	PERSONAL USE OF CITY VEHICLES	33
ARTICLE 20	EDUCATIONAL REIMBURSEMENT.....	34
ARTICLE 21	LONGEVITY PAY	35
ARTICLE 22	EDUCATIONAL LEAVE.....	36
ARTICLE 23	UNION POOL TIME	38
ARTICLE 24	MILITARY LEAVE.....	39
ARTICLE 25	INSURANCE.....	40
ARTICLE 26	RETIREMENT BENEFIT.....	41
ARTICLE 27	PENSION.....	42
ARTICLE 28	PROBATIONARY PERIOD.....	43

ARTICLE 29 SAVINGS CLAUSE..... 44
ARTICLE 30 DURATION..... 45

APPENDIX A-1 PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES
APPENDIX A-2 REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION
FOR UNION DUES

PREAMBLE

This Agreement is entered into by and between **The City of Winter Park, Florida;** hereinafter referred to as the “City” and the **Teamsters Local Union 385,** hereinafter referred to as the “Union.”

ARTICLE 1 – RECOGNITION

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

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police officer and police officer/detective.

EXCLUDED: All other employees employed in the police department in the City of Winter Park, and all other employees employed by the City of Winter Park.

1.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any negotiations with the legislative body of the City or any of its members.

ARTICLE 2 – APPENDICES AND AMENDMENTS

Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, ad shall constitute part of this Agreement.

ARTICLE 3 – HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, religion, age, marital status, handicap not affecting qualifications for a particular position or the disability of a qualified individual with a disability shall not be a basis for the application of this agreement.

ARTICLE 4 - 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 5 – UNION DUES

5.1 The City agrees that upon receipt of a voluntary written individual authorization signed by a bargaining unit employee on the form set forth in Appendix “A-1” which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues and uniform assessments, if any. Such authorization may be revoked by an employee within thirty (30) days written notice to the City in the form set forth in Appendix “A-2” which is attached hereto and made a part hereof. Dues so deducted from each employee’s salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for the improper deduction of dues.

5.2 Dues shall be deducted each pay period and those monies shall be remitted to the Union thereafter.

5.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City’s compliance with the provisions of this Article.

5.2 The Union will notify the City as to the amount of dues for each affected unit employee in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

ARTICLE 6 – BULLETIN BOARDS

6.1 The City shall furnish the Union with space for a bulletin board of a size agreed upon by Police Chief or his designee and authorized Union representative in the Post-briefing area.

6.2 The Union shall provide glass-enclosed and lockable bulletin board for the aforementioned location. The Union shall utilize the bulletin boards only to post the following:

- A. Notice of Union Meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin boards by the Union will be on official Union letterhead and signed by the Union President or his designee. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees. The Police Chief or his designee shall be furnished with a copy of any material to be

posted, 24 hours prior to posting. Anything not posted in accordance with this Article may be removed by Police Chief or his designee or authorized Union representative.

ARTICLE 7 – MANAGEMENT RIGHTS

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

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.1 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.

8.2 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 (the City Manager or his designee) 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.

8.3 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 Division Commander of the Division to which the grievant is assigned at the time of occurrence of the facts giving rise to the grievance. The Division Commander 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 Division Commander 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 Police Chief within ten (10) calendar days of receipt of the answer provided in Step 2. The decision of the Police Chief shall be determinative of the grievance. The City shall notify the aggrieved employee and the Union of the Police Chief's decision within ten (10) calendar days following the meeting.

8.4 If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the Police Chief's decision in Step 3, may give to the Police 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.

8.5 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 Federal Mediation and Conciliation Service. 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.

8.6 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.

8.7 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.

8.8 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.

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

8.10 In settlement or resolution by arbitration 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. 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.

8.11 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.

8.12 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) days 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 Police 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 of 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 9 – RULES AND REGULATIONS

9.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto.

9.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed, e-mailed, or delivered to the Union and the Union's employee representative within the Police Department at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) days if operational necessity requires such earlier implementation.

9.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

ARTICLE 10 – UNION BUSINESS

10.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union; provided, however, that such non-bargaining unit supervisor or other Departmental official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement involving the same or other employees.

10.2 The City shall recognize the Chief Steward and Assistant Stewards selected by the Union to occupy those positions. A written list of the Union Stewards shall be furnished to the Human Resources Manager and the Department Head prior to the effective date of the Union Stewards assuming their duties. Prompt written notification of changes in the Union Stewards shall be provided to the Human Resources Manager and the Department Head. No Union Steward will be recognized by the City unless such written notification was presented prior to such Union Steward assuming his/her duties.

10.3 Union Stewards shall not be permitted to process formal grievances under the grievance procedure herein while on duty.

10.4 The Chief Steward, or his designee, shall have the authority to forward any information necessary to enforce this contract, process grievances, or in representation of any member any e-mail, electronic document, video or audio recording, standard operation procedure

or personnel policy, or other material not prohibited by state or federal regulation to Union Officers, Business Agents or Attorneys without delay with the approval of the Division Commander.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.1 Unit employees will work hours and schedules as set forth in this Article. However, employees will be paid only for hours and fractions thereof actually worked, regardless of scheduled hours. The City shall make the assignments and transfers of personnel necessary to implement the provisions of this Article.

A. Uniform Patrol Officers will work one of two rotating shifts: Day Shift (0645 hours until 1900 hours), or Night Shift (1845 hours until 0700 hours.) All Uniform Patrol Officers will be scheduled to work fourteen days of each 28 day pay period. During a two week period, the work days of two squads (one working Day Shift and one working Night Shift) include Monday, Tuesday, Friday, Saturday, Sunday, Wednesday and Thursday, while the work days of the other two squads during the 2 week period include Wednesday, Thursday, Monday, Tuesday, Friday, Saturday and Sunday. Each squad rotates from Day Shift to Night Shift or vice-versa every 56 days. The only exception to the above schedule is that two officers selected by their supervisor from each Night Shift squad arrive at 1800 hours daily and leave at 0615 hours to handle typically high call volume during those hours. Uniform Patrol Officers routinely work all recognized City holidays that fall on their regularly scheduled workdays, and receive 12 hours of additional pay at the members normal hourly rate of pay while doing so. Subject to prior approval of their supervisor based on the operational needs of the Department, officers have the option of being absent on the holiday and receiving 12 hours of pay at the normal hourly rate in lieu of working. Should the holiday fall on the officers' regularly scheduled day off, they will receive 8 hours of compensation at their normal rate of pay.

B. General Assignment Detectives will work from 0800 hours until 1800 hours each day, four days a week. The detectives' scheduled regular days off always include Saturday and Sunday. Each detective is also assigned a permanent day off during the week determined by the supervisor to ensure adequate staffing is available. Detectives will be compensated 10 hours of holiday pay at his or her normal rate of pay if a recognized City holiday falls on a regularly scheduled work day. Detectives not scheduled to work on a recognized City holiday will receive 8 hours of compensation at their normal rate of pay.

C. All Traffic Enforcement Officers will either work from 0700 hours until 1700 hours or 0800 hours until 1800 hours each day, four days per week. The officers' scheduled regular days off always include Saturday and Sunday, and rotate their third day off. Traffic Enforcement Officers do not work on recognized City holidays, but are compensated with 10 hours of pay at their normal hourly rates if said holiday falls on their regularly scheduled work day. If said holiday falls on a regularly scheduled day off, the officer will be compensated at his normal hourly rate for 8 hours. The City may conduct periodic reviews of traffic volume and accident volume and based on the results change starting and ending times for the shifts of Traffic Enforcement Officers, with a minimum of 14 days' notice to affected personnel.

D. The Canine Handlers will work from 1830 hours until 0330 hours daily, four days per week. Canine Handlers will receive pay for 10 hours each day rather than the 9 that they actually work to compensate them for care and maintenance of their canines. When taking Personal Leave, Canine Handlers are entitled to receive the equivalent of 4 hours pay per 40 hours of Personal Leave taken or can optionally use 4

hours less of Personal Leave to cover canine care and maintenance. The officers' regularly scheduled days off are staggered to provide seven-day-a-week coverage, although both handlers work concurrently every Thursday to facilitate training opportunities. The handlers' regularly scheduled days off change each week. Handler number one's days off (over a two-week period) include Tuesday, Wednesday, Sunday, Monday, Friday and Saturday. Handler number two's days off (for the same period) include Monday, Friday, Saturday, Tuesday, Wednesday and Sunday. Canine handlers frequently work on recognized City holidays when the holidays fall on the handler's regularly scheduled workday, and receive 10 hours of additional pay at the handler's normal hourly rate while doing so. The handlers also have the option of being absent on the holiday (with the prior approval of their supervisor based on the operational needs of the Department) and receiving 10 hours of pay at the normal hourly rate in lieu of working. Should the holiday fall on the officers' regularly scheduled day off, they will receive 8 hours of compensation at their normal rate of pay.

E. Community Policing Officers will work from 0700 hours until 1800 hours each day, Monday through Friday. Community Policing Officers do not work on recognized City holidays, but are compensated with 8 hours of pay at their normal rate of pay. School Resource Officers start and ending times will be determined by the Chief or his designee based on school start and ending times as set forth by the Orange County School Board.

F. Crime Analyst Detective: The Crime Analyst Detective will work forty (40) hours per week, five eight-hour days, Monday through Friday between 0700 – 1800

hours. The Crime Analyst Detective does not work on recognized City holidays, but is compensated with 8 hours of pay at his normal rate of pay.

G. Street Crimes Unit: Street Crimes Unit will work forty (40) hours per week. Given the ever-changing nature of their assignment, the Street Crimes Unit hours will be determined by the current task.

11.2 The City elects to employ and compensate unit employees on a 14 consecutive day work period, as allowed by Section 7(k) of the Fair Labor Standards Act, 29 U.S.C. §207(k), and regulations in effect thereunder. Employees will be compensated at one-and-one-half times the regular rate at which they are employed for any actual hours worked in the 14 consecutive day work period in excess of eighty-five and one-half (85.5) hours. No paid hours not actually worked, such as, but not limited to, paid time off and holidays shall be counted as hours worked for purposes of calculating and paying overtime compensation.

11.3 Meal periods are paid, and shall be no longer than forty-five (45) minutes in duration. Employees shall notify Dispatch of the beginning and end of their meal periods. Employees shall be available for duty as necessary during meal periods. Meal periods begin when the employee leaves his City vehicle and end upon his return to the vehicle.

11.4 Off-Duty Details:

A. The City will continue its existing practice regarding unit employees engaging in compensated off-duty details, with the following modifications or clarifications. It is understood that all such details are for an employer separate and independent from the City. The City reserves the right to control, regulate, deny or

approve all off-duty details, including details in which employees perform general or specifically requested police duties for a business or individual.

B. Employees working off-duty details in excess of 6 hours are entitled to a meal break, which shall be no longer than forty-five (45) minutes in duration. Employees shall notify Dispatch of the beginning and end of their meal periods. Employees shall be available for duty as necessary during meal periods. Meal periods begin when the employee leaves his City vehicle and end upon his return to the vehicle. When the separate employer is on site such employer shall be notified of the start and end of these meal periods. Officers working details lasting 6 hours or less are not entitled to a meal period. The timing for taking the meal period and permission to leave said detail shall be contingent upon approval by the on duty Department supervisor.

C. The City, at its discretion, may allow members of other law enforcement agencies that have jurisdiction within the City to work off-duty details only after reasonable attempts to cover such off-duty details with Department personnel have been exhausted.

ARTICLE 12 - COMPENSATION

12.1 During the term of this Agreement unit employees will be compensated at their respective rates of pay in effect on the effective date of this Agreement. All such employees are and will remain in pay grade 410. The minimum annual compensation shall be \$38,559.04 and the maximum annual compensation shall be \$59,953.46. The minimum hourly rate of pay shall be \$18.5380 and the maximum hourly rate of pay shall be \$28.8233.

12.2 On October 1, 2011 all unit members will receive an increase in base compensation of two and one-half percent (2.5 %) contingent upon City Commission approval of the final budget for Fiscal Year 2012. If not approved, all unit members will receive an increase of base compensation of two percent (2%).

12.3 The City agrees to conduct a salary study during Fiscal Year 2012 and discuss with the Union the results of such study and any possible need for an adjustment to minimum and maximum base compensation.

12.4 Unit employees will be paid in 14 consecutive day pay periods. The first such pay period will begin on the first day of the 28 consecutive day work period prescribed by Article 11, and the second such period shall begin on the fifteenth day of the 28 consecutive day work period.

ARTICLE 13– EMPLOYEE MANAGEMENT COMMITTEE

13.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

The President of the Union (or his designee), three (3) bargaining unit employees, the Police Chief (or his designee), the Human Resources Manager, and two (2) command level officers designated by the Police Chief.

13.2 The Employee Management Committee shall meet quarterly on dates mutually agreed upon by the participants or more frequently if the parties so agree. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including safety and health. The Committee shall not engage in collective bargaining or resolution of grievances. Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. The Union representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits; provided, however, that no Union representative attending such meeting shall be released from duty if his/her release will result in the City incurring overtime or other additional costs.

ARTICLE 14 – CALL-BACK PAY / ON-CALL / STAND-BY PAY

14.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:

A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay at his/her regular straight-time rate or overtime rate, whichever is applicable.

B. Any employee who is on duty and is instructed and assigned to return to work or remain on duty shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.

C. Any employee eligible for call-back pay shall be paid for his/her actual hours worked with a minimum guarantee of two (2) hours pay at his straight-time rate or overtime rate, whichever is applicable.

14.2 Effective the first payroll period after final approval of this Agreement, the SWAT Team members, who are assigned to “on-call” status, shall receive an additional \$50.00 per week for the week(s) in which they are so assigned. (Note: There are approximately sixteen (16) SWAT Team members divided into an A Team and a B Team, and under the established practice, each Team is scheduled to be “on-call” for an aggregate twenty-six (26) weeks in one year.)

14.3 Effective the first payroll period after final approval of this agreement, the Traffic Homicide Investigators (2) who are assigned “on-call” status shall receive an additional \$50.00 per week for the week(s) in which they are so assigned.

14.4 Effective the first payroll period after final approval of this agreement, general assignment detectives who are assigned "on-call" status by their Division Commander shall receive an additional \$50.00 per week for the week(s) in which they are so assigned. General assignment detectives not scheduled for on-call status that are requested to report for duty will be compensated for mileage from their residence to the police station in compliance with IRS standard mileage rates.

14.5 Effective the first payroll period after final approval of this agreement, Crisis Team members who are assigned "on-call" status by their team Commander shall receive an additional \$50.00 per week for the week(s) in which they are so assigned.

14.6 Effective the first payroll period after final approval of this agreement, canine officers who are assigned "on-call" status by their Unit Commander shall receive an additional \$50.00 per week for the week(s) in which they are so assigned.

14.7 Effective the first payroll period after final approval of this agreement, the Public Information Officer who is assigned "on-call" status by their Unit Commander shall receive an additional \$50.00 per week for the week(s) in which they are so assigned, provided such officer is covered under this agreement.

14.8 Notwithstanding any other provisions of this contract, no unit employee shall receive more than \$1,300 (for twenty-six on-call periods) in on-call pay during any fiscal year.

14.9 Effective the first payroll period after the final approval of this agreement, officers that have been called and placed on stand-by status thereby restricting their activities by a representative of the court, shall receive two (2) hours compensatory time, for each day they are placed on stand-by. The compensatory time will be at a straight-time rate and not be

calculated for overtime purposes. This section will be in effect for one year only as a pilot program from October 1, 2011 to September 30, 2012 to analyze the fiscal impact on the budget. If an officer 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 clause will only apply when stand-by is required during an officer's off-duty time. Stand-by status will end once the officer is notified the case has been resolved or the officer responds to court regarding the case is no longer required. Stand-by will not apply to subpoenas received for a trial period unless the officer is notified by a court representative of the stand-by status. This clause is not applicable for any day an officer is required to respond to court.

ARTICLE 15 – WITNESS SERVICE

15.1 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.

15.2 Employees who are required to serve in either capacity during times other than their scheduled duty time shall be paid a minimum of two (2) hours at their base hourly rate or for the actual hours of time, whichever greater, spent by them at the courthouse or other required place of attendance. All such paid time must be documented by the employee.

15.3 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, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

15.4 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.

15.5 An off-duty employee who is subpoenaed to appear in court as a witness on a matter which arose from his performance of his official duties shall receive a minimum of two (2) hours pay. All fees paid to the employee shall be submitted to the employer.

ARTICLE 16 – TRANSFERS AND REASSIGNMENTS

16.1 Except as otherwise provided in this Agreement, transfers and reassignments shall be within the discretion of management.

ARTICLE 17 – UNIFORMS AND EQUIPMENT

17.1 Uniforms will be supplied and altered or replaced as needed upon approval of the member's supervisor. The City also agrees to provide dry cleaning of uniforms and detectives' clothing worn in lieu of uniforms at City's expense. Should the City decide to change the style of the uniform, said change will be at the City's expense.

17.2 Upon termination of an employee, the uniforms and equipment issued will be surrendered by the employee in like condition as when issued, reasonable wear and tear expected.

17.3 In the event an employee is transferred or leaves the Department, he/she shall return all uniforms and equipment to the Department as a condition precedent to receipt of final pay.

17.4 If requested, and while required to wear a uniform, a maternity uniform shall be issued to a uniformed bargaining unit employee upon medical verification of pregnancy. The uniform shall be returned to the Department upon commencement of the employee's leave for the birth of the child.

17.5 Effective with the ratification and approval of this Agreement, the clothing allowance for Detectives shall be \$150.00 quarterly.

17.6 All employees shall receive a shoe allowance in an amount established by the City of not less than \$90.00 annually.

ARTICLE 18 – REPLACEMENT OF PERSONAL PROPERTY

18.1 Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable incident (e.g. physical altercation) in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged or lost property must provide a detailed report describing the incident from which the damage or loss resulted and the cause of the damage or loss. The employee must also provide a certified estimate of the cost of repair or replacement of the damaged or lost property. Reimbursement for damaged eyeglasses or contact lenses shall be addressed on a case-by-case basis. All other property may be reimbursed at the maximum amount of \$150, at the discretion of the Police Chief.

ARTICLE 19 – PERSONAL USE OF CITY VEHICLES

19.1 Unit employees are not allowed to take City vehicles assigned to them to their homes or to engage in any other non-work related use of such vehicles, with the following exceptions.

19.2. Unit employees assigned as Detectives may take City vehicles assigned to their homes at the end of their shifts when such employees are on on-call status.

19.3. Unit employees assigned to a task force may take City vehicles assigned to them to their homes during the period of such assignment, provided such employees adhere to all City and task force rules, if any, regarding use of official vehicles.

19.4. Unit employees assigned to the canine unit may take their assigned City vehicles to their homes to facilitate the transportation of the canine.

ARTICLE 20 - EDUCATIONAL REIMBURSEMENT

20.1 Subject to budgetary limitations, educational reimbursement payments made on behalf of unit employees are limited to a maximum amount of \$1,396 per calendar year. This shall apply to fiscal year October 1, 2011– September 30, 2012. This does not preclude the use of grant or other funding to supplement secondary education if available, subject to the City’s decision that such grant funding is in the City’s best interest. Educational reimbursement is limited to tuition and books and required supplies, if any, for academic education above the high school level in compliance with the Florida Department of Law Enforcement Guidelines regarding approved accredited post-secondary education providers. No expenditure will be approved for classes not deemed beneficial to the Winter Park Police Department’s operation. Employees in the DROP Plan are not eligible for reimbursement.

ARTICLE 21 – LONGEVITY PAY

Unit employees shall not receive longevity pay.

ARTICLE 22 - EDUCATIONAL LEAVE

22.1. If an employee is directed by the City to enroll in a course, the City shall pay the actual time spent in attending the course at the employee's base rate. The Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any PTO or compensatory time.

22.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief of Police. Approval of such application must be made by the City Manager. An employee may request to use comp time or PTO leave to attend courses not required by the City.

22.3. If an employee chooses for his own reasons to enroll in a job-related academic course sponsored by an accredited law enforcement training academy or other institution, and approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Reimbursement Policy has been obtained, the employee may request, through the Chief, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without loss of pay. Such employee may report back to duty at the conclusion of the class and report to work for the balance of the shift, or take PTO (if available and with supervisory approval) through the end of that shift. Time paid under this Section 22.3 shall not count as hours worked for the purpose of potential overtime compensation.

22.4. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid at his base rate for the actual time spent attending the class.

22.5. Actual time spent in class and paid under Article 22.4 will count as hours worked for the purpose of potential overtime compensation.

ARTICLE 23 – UNION POOL TIME

23.1 The City agrees to establish a unit time pool utilizing unit approved voluntarily donated hours derived from personal time 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, as deemed necessary by the Chief Steward.

23.2 When time is required for the above mentioned purposes, the Chief Steward 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 for the Chief's administrative assistant for forwarding to payroll.

23.3 Unit members have the option of donating any amount of personal time hours on April 1 of each year to maintain the Union Pool Times.

23.4 All use of the Union Pool Time shall require coordination with the unit member's supervisor to ensure overtime is not incurred by the Department. Under no circumstances will the use of the Union Pool Time cause the Department to incur overtime costs to maintain minimum staffing.

ARTICLE 24 – MILITARY LEAVE

24.1 Both the City and the Union agree to comply with Chapter 38 of the United States Code regarding employees and their military service.

ARTICLE 25 – INSURANCE

25.1 The City will make available health insurance (including dental), life insurance, accidental death and dismemberment insurance, and long term disability insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to all other City employees up to Department Head level. The City shall have the same rights with respect to unit employees to make, or agree upon with the provider or providers, changes in such benefits, including reductions, and/or the costs thereof to the City and/or to employees as with all non-union represented City employees.

ARTICLE 26- RETIREMENT BENEFIT

26.1 Unit members who retire with at least 20 years of service, or who retire with at least 10 years of service and age 55, shall be eligible to receive either their department service weapon or the City retirement bonus of \$25 for each year of service upon such retirement. Unit members who retire at any time with a medical retirement as a result of work-related injuries shall receive this benefit.

ARTICLE 27 – PENSION

The defined benefit plan applicable to unit employees covered by it ("members") will be changed in the following respects.

27.1 The cost of living adjustment ("COLA") applicable to members whose employment with the City terminates for any reason, voluntary or involuntary, prior to early or normal retirement eligibility with at least ten years of credited service is eliminated effective October 1, 2010. As to such members, retirement benefits are not payable until such member reaches the age of fifty-five years.

27.2 No interest will be paid to members on refunds of accumulated contributions in the event of termination of employment with the City for any reason, voluntary or involuntary.

27.3 The City and the Union agree to seek any required cooperation from any Pension Board or like entity which may be necessary to effect the foregoing changes.

ARTICLE 28 – PROBATIONARY PERIOD

28.1 An employee initially employed into the unit shall be on probationary status for 12 months (365 days). The City may, at its sole discretion, terminate the employment of a probationary employee at any time for any reason during the probationary period.

ARTICLE 29 – SAVINGS CLAUSE

29.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.


ARTICLE 30 – DURATION

30.1 This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2011 and shall terminate on September 30, 2012. If either party wishes to bargain collectively before October 1, 2012 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, 2012. 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, 2012. If timely written notice under this Article 32 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.

30.2 This Agreement may also be reopened upon written notice by either the City or the Union at any time to discuss Article 27 (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 shall continue in full force and effect unless and until new provisions are ratified in full.

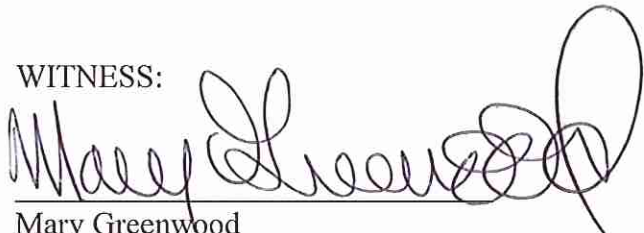
SIGNATURE PAGE

Executed: **CITY OF WINTER PARK, FLORIDA**



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

WITNESS:



Mary Greenwood
Human Resources Manager


10/5/11
Date

Executed: **TEAMSTERS LOCAL UNION 385**



Robert Walker, Business Agent

ATTEST:

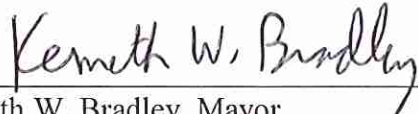


Howard M. Barber, President

10/6/11
Date


Ratified this _____ day of September, 2011

CITY OF WINTER PARK, FLORIDA



Kenneth W. Bradley, Mayor


ATTEST:



City Clerk

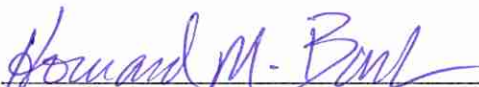
Ratified this 10th OCTOBER day of ~~September~~, 2011

TEAMSTERS LOCAL UNION 385



Robert Walker, Business Agent

ATTEST:



Howard M. Barber, President

APPENDIX "A-1"

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

I hereby authorize the City of Winter Park to deduct from my wages each pay period the current monthly Union dues and uniform assessments, if any, and to transmit such amounts to the Treasurer of the Teamsters Local 385. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received by Human Resources Department on:

_____ Date

By: _____

_____ Employee Signature

_____ Date

_____ Payroll Number

Deduction Amount: _____

Bi-Weekly _____ Monthly _____

APPENDIX "A-2"

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION
DUES OF TEAMSTERS LOCAL 385**

I hereby revoke my previous written authorization for the withholding and forwarding of Union dues and uniform assessments, if any, and I hereby instruct the City of Winter Park to stop deducting from my wages all such monies.

Received by Human Resources Department on:

Date

Employee Signature

By: _____

Date

Payroll Number