RESOLUTION NO. 15-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEY WEST AND TEAMSTERS LOCAL 769, OFFICE AND BLUE COLLAR WORKERS, EFFECTIVE OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached collective bargaining agreement between the City Of Key West and Teamsters Local 769, Office and Blue Collar Workers, effective October 1, 2014 through September 30, 2017 is approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21 day of January, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 22 day of January, 2015.

Filed with the Clerk on January 22, 2015.

Mayor Craig Cates	Absent
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	No
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

MARK ROSSI, VICE MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

TO: Jim Scholl, City Manager
Sarah Spurlock, Assistant City Manager
Greg Veliz, Assistant City Manager

FROM: Samantha Farist, Human Resources Director

DATE: January 9, 2015

RE: Teamsters Local 769 Collective Bargaining Agreement

EXECUTIVE SUMMARY

ACTION ITEM

Approve the three (3) year collective bargaining agreement between the City of Key West and Teamsters Local 769, Office Clerical and Blue Collar Workers effective October 1, 2014 through September 30, 2017.

BACKGROUND

The Teamsters Local 769 Collective Bargaining Agreement expired on September 30, 2014. The City's management negotiation team and the Teamsters' business agent and stewards met in July, August, September, October, November and December of 2014 to negotiate a new collective bargaining agreement.

The City and the Teamsters reached a tentative collective bargaining agreement in December for the three (3) year period October 1, 2014 through September 30, 2017. The Teamsters membership ratified the agreement on January 8, 2015.

continued -

A summary of the changes to the agreement are as follows:

Article 7 - Seniority; Personnel Reduction (Layoff & Recall); Subcontracting

The City agrees that seniority will be the deciding factor in matters involving vacation selection and overtime assignments among qualified employees.

The City agrees to send a notice of recall "via certified mail" to an employee's last known address, but is under no further obligation to verify the address or receipt of the notice.

Article 16 – Union Access & Union Stewards

The City agrees to remove references to a "Chief" steward and to "assistant" stewards.

The City agrees to increase paid time off to perform steward duties to four (4) days per fiscal year.

Article 17 – Discipline & Discharge

The City agrees to make all Group I offenses inactive one (1) year after issuance.

Article 20 – Wages & Retirement

The City will implement the new pay grade schedule attached.

Article 22 – Rules & Regulations

The City agrees to mark any new, modified or revised policy or procedure with the date of its revision.

Article 30 – Term of Agreement

The City and Teamsters agree upon a three (3) year agreement ending September 30, 2017.

Article 36 – ASE Certification Pay

New article to provide members with certification pay for ASE certified mechanics, previously approved by commission as a Letter of Understanding in Resolution number 14-080.

continued -

Appendix B – Drug Free Work Place Policy

Based on the recent court opinion regarding testing of job applicants, all applicants for special risk positions, mandatory-testing positions and safety sensitive position with the City will be drug tested and must pass a 10-panel drug test before he or she is hired as an employee and before completing the City's orientation process.

Appendix D – Qualifying ASE Certification Listing

The City recognizes Appendix D as the Qualifying ASE Certification Listing.

RECOMMENDATION

The City's negotiating team recommends City Commission approval of the collective bargaining agreement as negotiated and ratified by Teamsters Local 769.

Samantha Farist

From: Roly Piña <rpina@teamsterslocal769.org>
Sent: Friday, January 09, 2015 8:48 AM
To: Samantha Farist
Cc: Pons Charlie; Zeman Jean; Snider Sue; Scholl Jim
Subject: Ratification

Follow Up Flag: Follow up
Flag Status: Flagged

Samantha,

Let this e-mail serve as notice that the employees represented by Teamsters Local 769 ratified our tentative agreement with the city of Key West on January 8, 2015. We look forward to working with you for the betterment of our members, and for the services they provide the citizens of the municipality.

Best regards,

Roly Piña

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 769

(OFFICE CLERICAL AND BLUE COLLAR WORKERS)

AND

THE CITY OF KEY WEST

OCTOBER 1, 20~~12~~ 14 --- SEPTEMBER 30, 20~~14~~ 17

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APPENDIX	B	DRUG FREE WORKPLACE POLICY
APPENDIX	C	ESSENTIAL PERSONNEL
APPENDIX	D	QUALIFYING ASE CERTIFICATIONS

ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the City of Key West, Florida, hereinafter referred to as the "Employer" or "City" and Teamsters Local Union No. 769, hereinafter referred to as the "Union" or the "Bargaining Unit Employees". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to insure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2
RECOGNITION

The City of Key West recognizes Teamsters Local Union No. 769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employee Relations Commission, as clarified by PERC case #UC-88-035, dated 9/11/89, excluding all other Employees.

ARTICLE 3
MANAGEMENT RIGHTS

1.) The Union and its members recognize and agree the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, without limitation, has the sole and exclusive right to:

a) Decide the scope of service to be performed and the method of service.

b) Hire, examine and/or otherwise determine criteria and standards of selection for employment.

c) Fire, demote, suspend or otherwise discipline for just cause.

d) Promote and/or otherwise establish the criteria and/or procedure for promotions.

e) Transfer employee from location to location, from time to time.

f) Lay off and/or relieve employees from duty due to lack of work, lack of funds or any other reason deemed appropriate by the City, in its sole and exclusive discretion.

g) Rehire employees under any conditions deemed appropriate by the City.

h) Determine starting and quitting times, and the number of hours and shifts to be worked.

i) Determine the allocation and content of jobs, job descriptions and job classifications.

j) Formulate and/or change any job description, and job classification, including the right to add to, delete from, alter and/or amend the job, job description and/or job classification of any bargaining unit position.

k) Merge, consolidate, expand, curtail or permanently cease any job or job classification, in whole or in part, whenever, in the City's good business judgment; such curtailment or discontinuance is advisable.

l) Expand, reduce, alter, combine, assign or cease any job.

m) Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

n) Control the use of equipment and property of the City.

o) Determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof.

p) Schedule and assign work to employees and determine the size and composition of the work force.

q) Determine the services to be provided to the public and the maintenance procedures, materials, facilities, and equipment to be used; and to introduce new and improved services, maintenance procedures, materials, facilities and equipment.

r) Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.

s) Formulate, establish, amend, revise and implement policies or rules and regulations.

t) Require employees to observe and obey City's policies, procedures, rules and regulations; and

u) Exercise any rights incidental to the foregoing.

2.) The above rights of the City are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any rights, powers, and authority the City had prior to entering into this Agreement are retained by the City, except as specifically abridged, delegated, granted

or modified by this Agreement.

3) If the City fails to exercise any one or more of the above functions from time to time,

this will not be deemed a waiver of the City's right to exercise any or all of such functions.

4) The Union does not in any way waive its right to impact bargain mandatory subjects of bargaining.

5) In the event of disaster or other emergency situation, normal duties/ schedules/ procedures may be suspected as necessary, with the formal declaration of disaster or other emergency by the City, State or Federal government.

ARTICLE 4
WORK STOPPAGES

1) The Bargaining Unit Employees agree that under no circumstances shall there be any work stoppages, strike, sympathy strike, safety strike, walkout, sit-down, stay-in, or any other concerted failure or refusal to perform assigned work, or picketing in the furtherance of any of the above-prohibited activities. Further, no bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the Union or any other employee organization or union, nor shall any bargaining unit personnel refuse to cross any picket line if it would cause him to either stop working or delay the employee from reporting to work and/or it any way hinders or prevents an employee from carrying out job duties. The City agrees that there will be no lockouts for the duration of this Agreement.

2) The Bargaining Unit Employees agree that the City shall retain the sole and exclusive right to discharge or otherwise discipline the employees participating in or promoting any of the activities enumerated in paragraph 1, above.

3) It is recognized by the parties that the activities enumerated in paragraph 1 above, are contrary to the ideals of professionalism and to the City's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

4) For the purpose of this Article, it is agreed that the Union shall not be responsible or liable for any act(s) alleged to constitute a breach of this Agreement if neither the Union nor any of its officers, agents and/or representatives instigated, authorized, condoned, sanctioned or ratified such action and if the Union and its officers, agents, and/or representatives have used every possible means to prevent or terminate such action.

ARTICLE 5
NON-DISCRIMINATION

The City and the Union agree not to interfere with the rights of Employees to become members of the Union, and agree not to discriminate against any Employee because of Union membership or non-membership.

ARTICLE 6
SAFETY

1) The City and the Union agree that the safety of Employees and the public at large is of primary concern. To that end, no Employee shall be required to operate equipment or vehicles that are determined to be unsafe. The City shall provide and maintain equipment and vehicles in a safe condition for operation. Any Employee who determines that the use of any equipment would present an immediate threat of serious injury or loss of life to him or herself may request the next level supervisor to review the equipment before being required to operate the equipment. The reviewing supervisor shall make a final determination on the safety of the equipment and complete a form which will be signed and dated by the supervisor, a copy of which shall be given to the Employee prior to using said equipment.

2) Employees assigned to wear and/or use safety equipment while engaged in performing job duties and fail to do so will be subject to disciplinary action in accordance with City Policy and Procedure.

3) The Union will appoint one (1) member to the City Safety Committee (person may vary). The Safety Committee will meet no less than quarterly and discuss matters of safety. The Safety Committee is an advisory committee. It is not the intention that this committee will be creating work rules governing hours of work or conditions of employment.

ARTICLE 7
SENIORITY; PERSONNEL REDUCTION (LAYOFF & RECALL); SUBCONTRACTING

SENIORITY

1) The City agrees that seniority shall consist of continuous, paid full-time and part-time service with the City. Part-time seniority shall be calculated at a rate of 50% of full time status. Seniority shall be computed from the date of appointment to a full-time permanent position. For retirement purposes only, time lost for unpaid authorized leave of absence, suspension or separation due to layoff, which cumulatively amount to thirty days or more per year, shall not be included in the determination of seniority.

2) Seniority will be ~~given consideration~~ the deciding factor by the City in matters involving vacation selection consistent with Article 10 requirements and when it does not preempt prior leave approvals granted under Article 10 and assignment of overtime among equally qualified employees when time constraints for a particular assignment allow the option to contact employees.

PERSONNEL REDUCTION (LAYOFFS AND RECALL)

1) In the event of a personnel reduction, Employees will be laid-off depending upon their rank in a system which gives equal consideration for past performance and experience. Seniority will also be considered and be given the utmost consideration. The ranking system will be based on the following factors seniority 50%, past performance 25% and experience 25%. The Employee must first be qualified to perform the job before being evaluated by the above-referenced criteria.

2) A laid-off Employee may only bump a lower-ranked Employee in a lower job classification in the same or similar occupational field and may never bump an Employee in a higher job classification in the same or similar occupational field. The Employee must meet the minimum qualifications of every job before he/she will be considered for a job. The employee bumping to the lower job classification will not experience a reduction in pay unless his/her current salary is above the pay grade maximum for the lower position. If the bumping Employee's current salary is above the maximum of the pay grade, salary will be reduced to the maximum of the pay grade of lower job classification.

3) When the laid-off Employee bumps into a job, that Employee will be required to serve a six-month qualifying period. If the Employee fails to qualify for the job during that period of time, the Employee will forfeit all bumping rights. During the qualifying period, the Employee may apply for other available job opening within the City.

4) Laid-off Employees are eligible for recall. A laid-off Employee will be sent a recall notice when a position is open within that laid-off Employee's occupational field and if the opening is of the same or lower grade as the job as the job they were laid-off from. The order in which laid-off Employees are recalled will be determined by the same Section 1 ranking system. Notice of recall shall be sent to an Employee's last known address, via certified mail (but the City shall have no further obligation to verify any address or receipt of the notice) with a copy to the Union via e-mail. An Employee shall have ten (10) calendar days from the date of receipt of the recall notice to accept the City's recall offer. Failure to timely respond to the recall notice shall automatically constitute a rejection. No new Employees shall be hired for the laid-off Employee's occupational field until all eligible laid-off Employees are offered the opportunity to return to work.

5) A laid-off Employee shall not retain recall rights beyond eighteen (18) months from the date of his/her layoff. An Employee will lose all rights to recall if he/she elects not to bump into the same or lower occupational field or if he/she fails to timely respond to a recall notice.

SUBCONTRACTING

1) Nothing in this Article shall in any way imply any limitation on the City's right to contract and/or subcontract work.

2) Before the City decides to subcontract bargaining unit work, it shall offer the Union the opportunity to submit a proposal for the performance of such work by unit members. If the City decides to accept the Union's proposal, its terms shall govern the employment of the affected employees and supersedes those in this Agreement where they conflict.

3) Whenever the City decides to subcontract bargaining unit work, it agrees to use every reasonable effort to secure employment of the affected Employees with the company performing the subcontracted work.

ARTICLE 8
HOURS OF WORK AND OVERTIME

1) The City may require Employees to work more than eight (8) hours in any given day if in its discretion it decides it is necessary. A normal workweek begins on a Monday (7:00a.m.) through Monday (6:59 a.m.). Employees will have two (2) consecutive scheduled days off during each normal workweek. The City may require Employees to work more than five (5) days during any given workweek if, in its discretion, it decides it is necessary. Employees will be given (10) days advance notice of a permanent change in schedule or a permanent change in days off.

2) The City Manager or Department Heads, in their sole and exclusive discretion, will establish and implement the working hours which they determine are the best suited to meet the needs of the City's various departments.

3) Hours worked in excess of the normal work week, as defined above, shall be compensated at the rate of one and one-half (1-1/2) times the Employee's regular straight time hourly rate of pay. Nothing herein shall require the payment of straight time or overtime when as unsubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an unsubstantial amount of time is any period of time less than one-quarter (1/4) hour.

4) Annual leave, sick leave, holiday leave, funeral leave, military leave, administrative leave, jury duty, and any other type of leave, paid or unpaid, shall not be computed as hours worked for overtime purposes.

5) There shall be NO compensatory time earned by any member of the bargaining unit.

ARTICLE 9
HOLIDAYS

1) The following holidays will be granted to Employees covered by this Agreement, subject to the provision of this Article:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Labor Day
Columbus Day	Fourth of July

When a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, it will be observed on the following Monday.

One (1) additional Floating Holiday which will be designated by the City Manager.

One (1) Floating Holiday for Year One and One (1) Floating Holiday for Year Two and one (1) floating holiday for Year Three for all eligible employees hired on or before:

September 30, ~~2012~~ 2014 to be taken in fiscal year 2015 (Year One)

September 30, ~~2013~~ 2015 to be taken in fiscal year ~~2014~~ 2016 (Year Two) and

September 30, 2016 to be taken in fiscal year 2017 (Year Three).

The Floating Holiday may be scheduled at the employee's discretion, in an increment of eight (8) hours, with prior approval of the department head before the end of the fiscal year. Floating Holiday shall not be carried over to the next fiscal year.

2) Employees will receive eight (8) hours pay for the above holidays at their regular straight-time rate of pay whether or not they are required to work. Employees who are required to work on a holiday will receive regular straight time pay for all hours actually worked on that holiday, up to eight (8) hours.

ARTICLE 10
VACATIONS

1) Employees covered by this Agreement will receive paid vacations as follows:

Length of Service	Rate of Accrual
Less than 5 years	3.076924 hours per pay period totaling 80 hours or 10 days per year
Five but less than ten years	4.615384 hours per pay period totaling 120 hours or 15 days per year
Ten years or more	6.153846 hours per pay period totaling 160 hours or 20 days per year

2) All annual leave earned in one fiscal year must be used by September 30 of the next fiscal year.

3) Annual leave is granted on a "use it or lose it" basis. Upon documentation of a pattern of denial, the amount of the annual leave which has been denied may: (1) be transferred to sick leave provided the cap for sick leave is not exceeded, or (2) the denied leave may be carried over to be used along with all new annual leave by the appropriate date of the following year. The "cap" for annual leave hours is 240.

4) Annual leave may be utilized only with the prior approval of the Department Head/designee. Requests for annual leave must be submitted at least 60 days before the time requested. The City shall provide a response within 30 days of the date the annual leave request is received. Annual leave may be utilized on a day-by-day basis (personal days type use); in which case the City shall provide final response within 72 hours of the date the request is received. The City agrees every consideration will be shown to avoid cancellation of an Employee's leave; however, such decisions are at the discretion of the individual Department Heads, as

their sole and exclusive right. If an approved leave is cancelled by the City, payment of non-refundable monies paid out by the Employees shall be considered on a case-by-case basis by the City. The City agrees to establish reasonable criteria for application of this section.

5) Upon separation from the City, an Employee will receive payment for all accrued annual leave up to 240 hours, at his/her current rate of pay, provided the six month probationary period has been successfully completed in compliance with paragraph 3.

ARTICLE 11
PROMOTIONS AND JOB BIDDING

1) The Union recognizes that pursuant to Article 3, the City has and retains the sole and exclusive right to promote and/or otherwise establish the criteria and/or procedure for promotions within and outside the bargaining unit. In determining whom to promote, the City shall consider Employees' past performance, experience and seniority equally and may consider any other factors which the City Manager and/or Department Head deems appropriate. If two or more current Employees are equally qualified based on the preceding factors, the most senior person will be given the utmost consideration for the job.

2) The City is in no way obligated to fill a budgeted vacancy either by promotion, initial hiring or by transfer through job bidding at any point in the selection process.

3) When the City Manager/designee decides to fill a budgeted vacancy, a notice shall be sent to all departments ~~and the Chief~~ stewards, Union and posted on the City's website for at least seven (7) calendar day. Employees interested in a job posting should submit a written bid for the job. The City shall notify all bidders of the results of their bid within seven (7) working days after the job has been accepted. If the City concludes that no in-house applicants are acceptable, outside applicants may be hired to fill the position.

ARTICLE 12
WORKING OUT OF CLASSIFICATION

1) The City, in its sole and exclusive discretion, may require an Employee to temporarily perform the work normally performed by an Employee in either a lower or higher job classification. If an Employee is required to temporarily work in a lower classification, he/she will experience no reduction in pay. If a Blue Collar Employee** is temporarily required to work in a higher classification for at least four hours, he/she will receive the rate of pay of the higher classification covered by this Agreement temporarily required to work in a higher classification for at least three (3) days in a fiscal year will then begin to receive the rate of pay of the higher classification when working in that higher classification. Out of class pay will not be paid for time spent in on the job training.

** For purposes of Blue Collar Out of Class Pay, the following positions are defined as Blue Collar:

Apprentice Mechanic	Groundskeeper
Assistant Dockmaster	Parking Lot Attendant
Facilities Maintenance Technician	Heavy Equipment Operator
Certified Mechanic	Maintenance Technician
Equipment Operator	Maintenance Worker
Fleet Vehicle Helper	Sign Maintenance Worker
Foreman	Transfer Station Mechanic
Scale/Tipping Attendant	Transfer Station Operator

2) Unless otherwise agreed between the City and an Employee, no Employee covered by this Agreement shall be required to work in a lower classification for more than (30) working days in any fiscal year.

3) The rate of pay for the higher classification will only be paid if the Employee filling in does 85% of the work in that classification. An Employee who feels a supervisor's decision not to award "out of class" pay is unjustified may appeal the decision to the City Manager.

ARTICLE 13
BULLETIN BOARDS

The City agrees to furnish bulletin board space at major work locations for the purpose of posting Union notices and information. Any notice or item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such items or notices on the bulletin board. A copy of each notice to be posted shall be shown to the City Manager or designee. The City shall have the right to make copies of any item or notice on the bulletin board. Under no circumstances shall the Union or any Employee tender for posting any notice or item containing material tending to, directly or indirectly, disparage any elected or appointed officials or Employee of the City.

ARTICLE 14
SICK LEAVE

1) Employees covered by this Agreement will accrue 3.692307 hours of sick leave each pay period (12 days per year). Employees will be allowed to utilize sick leave after successfully completing the six-month probationary period.

2) Sick leave may be taken only if the following conditions are met;

a) The Employee notifies his/her immediate supervisor or a designee not later than the start of the scheduled workday or sooner if required by the supervisor, of the reason for said absence.

b) The Employee cannot refuse to be examined by medical personnel, if requested to do so.

c) The Employee must follow through after his/her alleged sickness by properly completing all required forms.

3) For absences of three (3) or more days, the City may require the Employee to submit a physician's statement (procured at the Employee's own expense) detailing the kind and nature of the illness and stating that the Employee is able to return to work without restriction.

4) The parties recognize and agree the City Manager/designee may take any steps appropriate to strictly administer and enforce the sick leave policy contained herein in such a manner as to eliminate abuses of sick leave. Abuse of sick leave, as determined on an individual basis, will be treated as a Group II offense. Abuse can be demonstrated by patterns of use, or obvious and apparent flaunting of the rules (i.e., finding a City Employee at the beach when he/she has called in as too sick to work).

5) Except as provided below, the City agrees to pay Employees for all unused sick leave upon separation in good standing according to the schedule below, up to a cap of 720 hours, at the Employee's current hourly rate of pay, provided the six month probationary period has been successfully completed. All Bargaining Unit Employees who as of October 1, 1992, have sick leave accumulated in excess of 720 hours shall be grandfathered in at the number of hours on the books as of that date, and that shall be the cap of hours for the Employee subject to pay out at separation from employment.

Should those Employees use sick leave benefits so as to reduce the number of hours on the books below the grandfathered cap, then the new lower, cap will be established. Leave grandfathered in as of October 1, 1992 in excess of the 720 hours may be paid for by the City subject to funds being budgeted and available at the rate of pay as of October 1 of each year, down to the 720-cap level. The Sick Leave payout schedule shall be as follows:

Years Of Service	Percentage of Hours Paid
0-5	0
5+ - 10	50
10+	100

6) Sick leave accrual shall continue in an unlimited fashion and shall be available for use until the Employee separates from City Employment.

7) Employees may be entitled to receive administrative sick leave as provided in the City Policy and Procedure Manual.

8) Should any bargaining unit employee decide to transfer up to eighty (80) sick leave hours annually as per the City's Sick Leave Transfer Policy, subject to approval by the City Manager (or designee), the bargaining unit employee loses all rights to the hours transferred, but may continue to accrue sick leave hours to the 720 hour cap. Should any bargaining unit employee request and receive a buyout of sick leave hours subject to the City's Sick Leave Buyout Policy, prior to separation of service, then that employee shall have their allowable cap of 720 hours reduced accordingly.

ARTICLE 15
HEALTH INSURANCE

1) The premium paid by the City shall be the full, single coverage premium for employees hired before October 1, 2010. Eligible employees hired on or after October 1, 2010 will pay $25.00 per pay period for single coverage. The City shall continue to pay $155.00 for dependent coverage to Employees hired before November 1, 1990. There shall be dependent coverage cost increases during each fiscal year based on changes in insurance premiums. Dependent coverage shall be paid in full by any Employee hired after November 1, 1990.

Employees hired on or after October 1, 2010, will be eligible for health insurance coverage on the first of the month following 60 days of employment.

2) Should there be any type of Health Care Advisory Board established by the City; the Union would designate two (2) representatives who would attend any and all meetings held by the City. The Union designated employees that attend would receive the same treatment as all other Advisory Board participants.

3) Should the City decide to re-bid Health Insurance, they will notify the Union in writing.

ARTICLE 16

UNION ACCESS & UNION STEWARDS

1) Officers or agents of the Union will be allowed reasonable access to work sites and locations upon notice to and approval of the Department Head(s) involved, if such access in no way interferes with the efficient operations of the department or crew involved.

2) The Union may designate one ~~Chief~~ Steward ~~and may also designate an assistant steward~~ from each department that has an Employee covered by this Agreement. The Union shall advise the City, in writing, of the names and department of all stewards.

3) The Union stewards' authority includes, but is not limited to, the investigation and presentation of grievances in accordance with the provisions of this Agreement. Stewards may adjust grievances on duty providing that they receive the prior permission of their supervisors.

4) ~~The Chief Steward will be allowed three (3) days off per fiscal year without loss of pay for steward duty purposed for the duration of this contract term.~~ The ~~assistant~~ stewards (maximum of three as identified by the Union) will be allowed ~~two (2)~~ <u>four (4)</u> days off per fiscal year without loss of pay for steward duty purposes for the duration of this contract term. Four (4) stewards will be allowed time off without loss of pay to attend collective bargaining negotiations with the City. Time off (with or without pay) to perform steward duties must receive prior approval from the City.

ARTICLE 17
DISCIPLINE AND DISCHARGE

1) No permanent Employee covered by this Agreement shall be disciplined or discharged without just cause and upon written notice.

2) Employees shall, upon request, have a Union steward present at any conference where it is anticipated that disciplinary action could be taken against the Employee.

3) The City has the right to indefinitely suspend an Employee without pay or terminate an Employee pursuant to Section 50-96 of the Key West Code of Ordinances.

4) The City may conduct a non-criminal investigation of an Employee for the purposes of determining whether there has been a violation of City policy or procedure or violation of law. The investigation should not be unduly delayed and should be concluded within a reasonable time period.

5) All disciplinary letters, including warnings, demotions or suspensions, for Group I offenses shall be inactive ~~2 years~~ (1) one year after date of issuance. All disciplinary letters for Group II offenses shall be inactive three (3) years after date of issuance. All disciplinary letters for Group III offenses shall be inactive four (4) years after date of issuance. An employee may contact the Human Resources Department and request these letters be stamped "INACTIVE". Inactive discipline shall not be used as the basis for progressive discipline, but may be considered as part of the employee's overall work history when severe discipline is considered.

6) Employees with alleged discipline pending will be given due process before any disciplinary action takes place.

ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE

1) In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties. For the purposes of this Article, a grievance is limited to and defined as a claim that an express provision of the Agreement has been violated. Disciplinary matters involving suspensions and termination are grievable: Written reprimands are grievable to the City Manager. The parties agree that the following grievance and arbitration procedure shall only apply to those matters that are defined as grievances herein. An arbitrator has no jurisdiction to consider any other matters as grievances.

2) A probationary Employee serves at the will and pleasure of the City and thus may be disciplined or discharged without explanation for any reason deemed sufficient by the City. Accordingly, a probationary Employee shall have no right to grieve or arbitrate any matter, for whatever reason.

3) The Union will not be required to process grievances of non-members.

4) Time is considered to be of the essence for the purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and dismissed with prejudice for all contractual and/or legal purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure. The time deadlines set forth in the grievance procedure may only be extended upon mutual written agreement of the parties.

5) As provided in Article 28 of this Agreement, the Civil Service Board Rules and Regulations shall not apply to Bargaining Unit Employees covered under this Agreement. Accordingly, the Civil Service Board shall have no jurisdiction to hear grievances as defined in this Agreement and no Bargaining Unit Employee grievance may be submitted to the Civil Service Board for resolution. Non-members who choose to file a grievance can do so on their own,

but must follow the same steps as outlined under this Article, without the assistance of the Union of its Stewards, and at the expense of the non-member filing the grievance.

GRIEVANCE PROCEDURE

1) Bargaining Unit employees may prearrange to have a Union or other representative present at any step of the grievance procedure. Grievances shall be presented in the following manner:

STEP 1:

The Employee shall first discuss the grievance with his/her immediate supervisor/designee within five (5) working days (M-F , excluding holidays) of the occurrence of the event(s) which gave rise to the grievance or within five (5) working days of the time the Employee knew or reasonably should have known of the event giving rise to the grievance. If the grievance is not informally adjusted, the Employee shall, within five (5) working days of the meeting present the grievances to his/her supervisor/designee in writing. The grievance shall be signed by the aggrieved Employee or Union representative and shall specify: (1) the date of the event giving rise to the alleged grievance, (2) the specific article or articles of this Agreement allegedly violated, (3) all known facts pertaining to or giving rise to the alleged grievance, (4) the relief requested by the aggrieved Employee, and (5) the date the grievance was delivered to the supervisor/designee. The supervisor/designee shall, within five (5) working days after his/her receipt of the grievance (or such longer period of time as is mutually agreed upon), render a decision on the grievance in writing. A grievance involving an Employee's suspension or discharge shall be filed directly with the Department Head/designee at step 2, within five (5) working days of the written notification of the suspension or discharge and must thereafter comply with the subsequent grievance procedure steps.

STEP 2:

In the event the aggrieved Employee is not satisfied with the disposition of the grievance in Step 1, (or the matter involved disciplinary action in the form of a suspension or termination) he/she shall have the right to appeal the step 1 decision to his/her Department Head/designee within five (5) working days of his/her receipt of the supervisor/designee's Step 1 decision. Such appeal must be accomplished by delivering the original written grievance to the Department Head/designee. Witnesses or evidence not reasonably available at Step 1 may be introduced at Step 2 or Step 3. The Department Head/designee may meet with aggrieved Employee, at the Department Head/designees' option, after

his/her receipt of the grievance. The Department Head/designee shall within five (5) working days of his/her receipt of the appeal (or such longer period of time as is mutually agreed upon), render a decision in writing.

STEP 3:

In the event the aggrieved Employee is not satisfied with the disposition of the grievance in Step 2, he/she shall have the right to appeal the Step 2 decision to the City Manager/designee within five (5) working days of his/her receipt of the Department Head/designee's Step 2 decision. Such appeal must be accomplished by delivering the original written grievance to the City Manager/designee. The City Manager/designee may meet with aggrieved Employee, at the City Manager/designee's option, after his/her receipt of the grievance. The City Manager/designee shall within seven (7) working days of his receipt of appeal (or such longer period of time as is mutually agreed upon), render a decision in writing. The City Manager's decisions involving grievances challenging written reprimands shall be final and shall not be subject to arbitration. An employee may submit a written rebuttal to the City Manager's denial of a grievance involving a written reprimand with seven (7) working days of his receipt of the City Manager's decision.

STEP 4:

In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the Union or an individual may request the grievance be submitted to arbitration by forwarding a complete copy of the appeal for arbitration to the City Manager's Office no later than seven (7) working days after the aggrieved Employee received the City Manager/designee's response in Step 3. If the aggrieved Employee fails to appeal the unresolved grievance to arbitration in accordance with the provisions set forth herein, then the dispute is considered resolved on the basis of the City's final answer in the grievance procedure and is barred from arbitration. The arbitrator may be any impartial person mutually agreed upon by the parties, however, in the event the parties are unable to agree upon said impartial arbitrator within seven (7) working days after the Union requests arbitration, the grieving party shall request the Federal Mediation and Conciliation Service ("FMCS") to furnish a panel of arbitrators who are located in Florida. Each party shall have the option of striking three names of unacceptable arbitrators until one name remains. The remaining arbitrator shall hear the grievance at arbitration. The grieving party will strike first. Either party may request one new panel of arbitrators to be provided by FMCS if the panel originally submitted was found to be unsatisfactory for any reason by either party, and if the unsatisfied party notifies the other party in writing that the FMCS original panel is unsatisfactory within five (5) working days of its receipt of the original panel.

2) Where a grievance is general in nature in that it applies to a number of Employees having the same issue to be decided, or if the grievance is directly between the Union and the City, it shall be presented directly at step 3 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1, and signed by the aggrieved Employees or the Union representative on their behalf.

3) Nothing shall prevent the parties from agreeing to submit initial grievances to any step deemed appropriate in order to expedite a determination, provided that at least one grievance stop shall always precede arbitration. The Union will be furnished with a copy of each grievance filed by any Employee within the bargaining unit, and the City's response(s) thereto.

4) Whenever the grieving party is satisfied with the disposition of a grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with specified time limits, processing of a grievance by the City will automatically stop. A grieving Employee may not partially accept and partially reject the disposition of the grievance in its entirety. For example, if an Employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, he/she may not accept reinstatement and yet continue to grieve the loss of back pay. The Employee's only choices are to accept the disposition of the grievance or remain discharged and pursue the grievance further.

5) Although the City may process a grievance filed by a Bargaining Unit Employee or Union, it never waives its right to challenge the procedural or substantive arbitrability of the grievance at any time during the grievance or arbitration process.

ARBITRATION PROCEDURE

1) The arbitrator shall be selected and shall conduct the arbitration hearing in accordance with the labor arbitration rules established by the FMCS, except as modified by this Agreement. Both parties may be represented by legal counsel at the hearing. Either party may request to submit a written brief in lieu of a closing argument. If one party requests to file a written closing brief, the other party may also file a written closing brief.

2) Only one grievance will be presented to a particular arbitrator, unless otherwise agreed to in writing by the parties. The City and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the

arbitrator, thereafter, shall confine his/her decision to the written statement of the grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator shall hear oral argument from both parties and he/she shall determine the written statement of the grievance after hearing the parties' oral argument. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented, which question(s) must be actual and existing.

3) The arbitrator shall respect the reasonable exercise of managerial authority and the arbitrator shall have no authority to change, amend, add to, subtract from, ignore or otherwise alter or supplement this Agreement or any part thereof or Amendment thereto. The arbitrator shall have no authority or jurisdiction to consider or rule upon any matter which is stated in this Agreement not to be a grievance or subject to arbitration. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion, conclusions on the issues submitted and facts presented and appropriate remedies. Copies of the award shall be furnished to both parties within thirty (30) days of the conclusion of the hearing. The arbitrator's award deadline shall begin to roll after the closing brief's due date, or as otherwise agreed among parties.

4) The City shall provide the hearing room for the arbitration. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost. The parties shall bear equally the fees, costs and expenses of the mutually agreed upon court reporter, arbitrator and all other expenses connected with the hearing, however, if upon a party's motion, an arbitrator finds that the matter before him or her is not within his/her jurisdictional authority to decide, is not a grievance as defined herein, is exclusively a management right or the he/she determines that the grievance before him/her is frivolous or without merit, the grieving party shall be ordered by the arbitrator to reimburse the non-grieving party its fees, costs and expenses incurred for the mutually agreed upon court reporter, if any, and the arbitrator's fees, costs and expenses. Each party shall bear the expense of its own witnesses, representatives, attorneys and individual costs and expenses. An individual Employee who pursues a grievance without the Union will bear his/her own expenses, as provided above.

5) In accordance with Chapter 447, Florida Statutes, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts appropriated by the City Commission for funding of the Agreement. Accordingly, and notwithstanding any other provisions of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provisions of the Agreement, which results in, obligates or causes the City to have or bear any expense, debt, cost or liability, which could result, directly or indirectly, in the City exceeding the amount appropriated by the City Commission. Any

such award which contradicts or is not in compliance with the provisions of this paragraph or Florida Statutes shall be null and void.

6) In case of a grievance involving any claim for monetary damages against the City, no award shall be made by the arbitrator which shall allow retroactive payments for more than ten (10) working days prior to the day when the grievance is submitted in writing.

7) The arbitrator shall not have the power to inflict a punitive award against the City or Union.

8) An arbitrator's award is final and binding and can only be appealed for one or more of the following grounds:

a) It violates a statue or ordinance

b) The arbitrator exceeded his or her jurisdiction or authority;

c) The award does not draw its essence from the Agreement;

d) The award is based on clearly erroneous findings of fact;

e) The arbitrator was biased or partial;

f) The award was procured by corruption, fraud or other undue means;

g) The arbitrator refused to hear pertinent and material evidence.

9) An arbitrator's award may only be appealed as specified herein to the Circuit Court, Monroe County, Florida, within ninety (90) calendar days of delivery of the arbitrator's award or the appeal is time-barred.

ARTICLE 19
DEDUCTION OF UNION DUES

1) Any member of the Union who has submitted a properly executed dues deduction card or statement to the City may, by request in writing, have membership dues and uniform assessments in the Union deducted from his/her wages. Dues will be deducted bi-monthly in the first two pay periods of each month and shall be transmitted to the Union within fifteen (15) days. If an Employee does not have a check due, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month. In that event, dues will be collected the following month. The City shall have neither responsibility nor liability for any monies once they are sent to the Union. Further, the Union agrees to indemnify, save and hold the City harmless from any and all actions, including reasonable attorney fees, caused because the City's errors in the administration of the dues deduction system.

2) It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, or special assessments from the wages of any member.

3) Any member of the Union may, on thirty (30) days' notice to the Union, request the City to cease deducting dues from the employee's wages. The Union will immediately furnish a copy of any such notice to the City.

ARTICLE 20

WAGES AND RETIREMENT

~~1) Effective October 1, 2012:~~

~~a. all active bargaining unit members at time of ratification by both parties will receive an increase of 3% to base wages.~~

~~b. The pay grade maximums will increase by 3%.~~

~~2) Effective October 1, 2013,~~

~~a. all active bargaining unit members will receive an increase of 3% to base wages.~~

~~b. The pay grade maximums will increase by 3%.~~

1. FY 2014-2015:

As a follow-up to the recent market survey of wages and salaries that was conducted for the City by Evergreen Solutions, parties agreed to increase the minimum salary levels for bargaining unit positions to the amounts noted in the attached revised pay grade schedule of positions.

a. Effective October 1, 2014, the pay grade maximum for each position shall be increased by 2%.

b. Employees will be paid and/or slotted into the new pay grade schedule, effective on October 1, 2014.

i. For employees in pay grades 103 and higher, if an employee's current base wage/salary (as of September 30, 2014) is at the new minimum salary level for the position, or is higher than that new minimum salary level for the position, the employee's base wage/salary will be increased by 2%.

ii. For employees in pay grades 103 and higher, if any employee's current base wage/salary (as of September 30, 2014) is below the new minimum salary level for the position, the employee's base wage/salary will be increased to the new minimum salary level for the position, and the employee's base wage/salary will also be increased by 2%.

iii. Employees in pay grades 101 and 102 will be given base wage/salary increases commensurate with the length of time each employee has worked with the City, which shall be at or above the new minimum salary level for the position but shall not exceed the new midpoint of the new pay scale for the employee's position.

iv. All new employees hired after September 30, 2014, will be placed or moved into and paid in the new minimum salary level for the employee's position, but will not receive the additional 2% base pay increase.

2. FY 2015-2016:

Effective October 1, 2015:

a. The pay grade maximum for each position will be increased by 3%.
b. Each active bargaining unit employee will receive a base wage increase of 3% to the employee's base wage.

3. FY 2016-2017

Effective October 1, 2016:

a. The pay grade maximum for each position will be increased by 2%.
b. Each active bargaining unit employee will receive a base wage increase of 2% to the employee's base wage.

4) Any Employee covered by this Agreement shall receive a minimum of three (3) hours call back pay if called in to work after having left his/her job. Such employee may be required to work the full three hours, but in no case, will said Employee receive less than three hours pay. If the Employee works more than three hours, he/she will receive pay for actual hours worked.

5) The current pension plan will be kept in effect Employee contribution 6%, the City's contribution to the pension plan will be percentage determined each year by the annual actuarial evaluation report completed by the General Employees' Pension Fund actuary to meet the required funding contribution.

6) a. Effective October 1, 2013, the City agrees to pay a $.40 per hour shift differential to Employees who work a 2nd and/or 3rd shift.

b. For purposes of this Article, 2nd or 3rd shift shall mean Bargaining Unit Employees who begin work for the City on shifts starting after 3:00 PM and before 4:29 AM, including Telecommunicators for all shifts worked except the "day" shift.

c. Employees receiving differential pay for shifts starting after 11:59 AM will be grandfathered for the term of the contract. If an Employee has a change in position, he/she will no longer be grandfathered. If an Employee has a shift change, other than a temporary change of 90 days or less, he or she will no longer be grandfathered.

ARTICLE 21
LEAVE OF ABSENCE

1) The City may permit an Employee designated by the Union to take an unpaid leave of absence in order to attend seminars or other related Unions activities, however, the Employee must request the unpaid leave at least five (5) days in advance. The decision of whether or not the Employee may utilize unpaid leave will be made solely and exclusively by the Department Head.

2) The provisions of ~~Charter~~ Part 3 of the City's Personnel Manual state the City's policy with respect to Maternity Leave, Civil Leave, Military Leave and Training Leave.

3) No Employee on unpaid leave, including suspensions, will accumulate or accrue benefits under this Agreement.

4) Funeral Leave

a. Any full time Employee may be granted funeral leave in the event of a death in the Employee's immediate family, upon approval by the department head. Total funeral leave with pay shall not exceed three (3) days, or twenty-four (24) working hours. If the funeral is out of town, up to two (2) additional days of travel time may be granted. Subject to approval, up to four (4) hours leave with pay may be granted for a family member other than immediate family.

b. The Employee's immediate "family" shall be defined as spouse, parent, child, sibling, grandparents and grandchildren, whether by birth or by law (in-law and adopted) and dependents (live-in). If required, the Employee shall provide the department head with proof of death in the family as instructed before the leave is approved.

c. If additional time is necessary, it shall be taken as sick leave. If sick leave has been exhausted, annual leave may be requested with advance authorization by the appropriate department head/CM's office. The Employee must notify his/her immediate supervisor upon making the determination to take time off work.

d. Employees, who fail to return to work on the date specified to the department head, without receiving an extension, are subject to disciplinary action up to and including termination.

ARTICLE 22
RULES AND REGULATIONS

1) It is agreed and understood that consistent with Article III, paragraph 1, subparagraphs (t), (u) and (v) of the Agreement, the City has the right to formulate, amend, revise and implement rules and regulations, policies and procedures which are reasonable under circumstances.

2) It is agreed and understood the Union will be provided with one (1) copy of any City rules and regulations, policies or procedures which are new and/or which replace, updated and/or supersede the City's present rules and regulations, policies or procedures. The City agrees that the copies of any such new or modified/revised rule or policy that is provided to the Union after the ratification of the 2014-2017 Agreement shall be marked with the date the new or modified/revised rule or policy was created, modified, or revised. Such rules and regulations shall become effective upon final approval by the appropriate City authority.

3) The City shall provide a copy of any newly proposed rule or regulation, policy or procedure as well as any amendment or revision to the Union. The Union may submit any written comments it may have concerning said proposal to the City Manager within ten (10) calendar days. Any written comments submitted by the Union shall be considered.

4) In the event of conflict between the City of Key West Policy and Procedures Manual and this Agreement, the terms and conditions of the Agreement will prevail.

5) Provide job descriptions, whenever rewritten, to the Union as well as the Union steward.

ARTICLE 23
LABOR/MANAGEMENT COMMITTEE

1) A joint committee will be established consisting of the following:

a. No more than a total of six (6) members from the Teamsters bargaining unit selected by the Teamsters on a rotating basis; provided that no bargaining unit member shall attend more than one meeting per year.

b. City Manager or designee

c. Two members of non-represented City staff selected at the discretion of the City Manager

2) The Labor Management Committee shall meet no less than quarterly, by mutual consent, and meetings may be held between the hours of 8:00AM and 5:00PM, Monday through Friday, or at another time mutually agreeable to both Union ad City Manager (or designee). If a meeting is held during working hours of an Employee participant, said participant may be excused without loss of pay for that purpose. Attendance for a meeting outside of regular working hours shall not be deemed as time worked and participants will not receive additional pay or leave benefits. Meetings shall be held in the City Manager's conference room or at a designated location on City property.

3) The purpose of the committee meetings will be to discuss general matters pertaining to employee relations and objectives of mutual concern, but in no way shall the discussion involve grievances or matters which has been the subject of collective bargaining between parties.

4) An agenda specifying questions and/or issues to be presented by the Teamsters for discussion must be provided to the City Manager or designee ten (10) days prior to the scheduled meeting.

ARTICLE 24

PROBATIONARY PERIOD AND QUALIFYING PERIOD

PROBATIONARY PERIOD

1) The standard probationary period for all new Employees will be six (6) months from the date the Employee begins working as a paid full-time Employee of the City. Any time before expiration of the probationary period, the Department Head/designee shall either: (1) recommend retention of the Employee in the position, at which time the Employee shall be granted regular status; or (2) recommend dismissal; or (3) recommend an extension of the probationary period; which shall not be less than a thirty (30) day period nor more than ninety (90) day period of time. If an extension of probation is recommended, the Employee shall be given written documentation identifying areas for improvement; or (4) in the event the Department Head/designee fails to make a recommendation, the Employee shall be granted regular status in the position.

2) As provided in Article 18, during an Employee's probationary period, he/she serves at the will and pleasure of the City. Accordingly, no probationary Employee may grieve or otherwise challenge any decision involving assignments, discipline, layoff or discharge or any other matter (for whatever reason). A discharge under this Article is absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure.

QUALIFYING PERIOD

In the event an Employee transfers from a higher to a lower position/grade, a lower to a higher position/grade or to a lateral position/grade, that employee shall serve a qualifying period of six (6) months, starting from the effective date of new position/grade. Upon expiration of this time period, the Department Head/designee shall either; (1) recommend retention of the Employee in the position; or (2) fail to make a recommendation, at which time the Employee shall be granted the position; or

(3) not recommend retention of the Employee in the position, at which time the Employee shall revert back to his/her previous position without loss of rights or benefits from the position which he/she transferred from. Such reversion may be reversed by an arbitrator only if it is found that the Department Head/designee acted arbitrarily or capriciously. If an Employee is reclassified to a higher position/grade because he/she was previously performing the work of that higher position, he/she will not be required to serve a probationary period.

ARTICLE 25

MEDICAL AND PHYSICAL EXAMINATIONS

1) The City may, in its sole and exclusive discretion, require any person as a condition of initial employment, to submit to a physical or psychological examination, by a qualified person selected by the City. The City may also require any probationary or regular Employee to submit to a physical or psychological examination as a condition of continued employment if the City reasonably believes or suspects that an Employee has a medical problem that does, will, or may affect job performance. Except in cases of an Employee obtaining a doctor's note pursuant to Article 15, the City will bear the cost of such examination(s). All Employees so requested must cooperate fully in scheduling and attending such examinations and may be suspended from duty without pay, or subject to other discipline up to and including discharge, for lack of cooperation.

ARTICLE 26
ON-THE-JOB INJURY

1) In the event the City Manager/designee determines an Employee covered by this Agreement has sustained an on-the-job injury, incurred, while acting in the line of duty, the City agrees to:

a) Grant each Employee one cumulative week (40 hours) of workers compensation pay, at full salary, per fiscal year to be used for any injury-related absence from the City (if not used, does not roll over) and thereafter;

b) Supplement the employee's salary in an amount that when combined with his or her workers' compensation payment, equals 70% of his/her regular rate of pay (i.e. salary) for up to six months after the injury is sustained and to permit the Employee to use any accrued sick leave or vacation time to make up the balance (30%) of their pay; but it is intended by the parties that no Employee seeking benefits under this section shall ever receive more than one hundred percent (100%) of his/her bi-weekly pay from the City.

2) If an injured employee is absent from work for more than six (6) months, whether or not the Employee is receiving Workers Compensation, the City Manager, in his/her sole discretion, may place the Employee on a "medical leave of absence", under whatever terms and conditions he/she, in his/her sole and exclusive discretion, deem appropriate. Said decision shall not be subject to the grievance/arbitration procedure. Alternatively, if the Employee is absent from work for more than six (6) months for a non-workers compensation injury or illness or more than twelve (12) months in the event of a workers compensation injury and the City Manager in his/her sole discretion determines the need to fill the Employee's position, the Employee may be terminated and placed on a preferential hiring list for a period not to exceed twelve (12) months.

3) When so directed by the City, an Employee on disability leave shall present themselves for an examination at any reasonable time to any physician designated by the City. The City will bear the full expense of said examination. The failure of any such Employee to present himself/herself for an examination as directed will operate to automatically terminate disability leave.

4) Whenever an Employee on disability leave becomes physically able to perform some useful light duty work for the City, he/she may be required to do so as a condition to receiving the benefits specified in paragraphs 1 and 2 above.

5) The six (6) months period mentioned above is any six (6) months, per injury, and need not be consecutive.

6) Once an employee has reached maximum medical improvement (MMI), he/she is responsible to inform his/her Supervisor and Risk Management. Upon reaching MMI, the employee's medical condition shall be assessed as to any permanent medical restrictions and his/her ability to perform the duties of the position for which they were hired. If the employee cannot return to his/her regular position. Risk Management and the Human Resources Department shall attempt to find available employment within the City in a comparable (same job grade) position. The employee must meet the minimum qualifications and be able to perform the essential functions of the job to be placed in the comparable position.

Such attempts are not a guarantee that a position will be offered or that future employment is assured.

7) If a comparable position is not available, the Employee may be terminated and placed on a preferential hiring list for a period not to exceed twelve (12) months, as per paragraph 2.

ARTICLE 27

CIVIL SERVICE RULES AND REGULATIONS

1) It is hereby mutually acknowledged and agreed that the City's Civil service Rules and Regulations shall not apply to Bargaining Unit Employees with respect to any grievance concerning discharge, discipline or the interpretation or application of this Agreement. All grievances concerning discharge, discipline or the interpretation and application of this Agreement may be processed only through the grievance/arbitration procedure of this Agreement (i.e., and not to the Civil Service Board through the City's grievance procedure). Conversely, any grievance which arises under the City's Civil Service Rules and Regulations and/or the City's Personnel Policies and Procedure Manual shall be processed through the appropriate grievance procedure to the Civil Service Board and cannot be processed through the contractual grievance/arbitration procedure.

2) It is understood and agreed that pursuant to Article 3 of this Agreement, the City has the right to formulate, establish, amend, revise and implement policies, programs, procedures and rules and regulations. However, grievances concerning the interpretation or application of said policies, programs, procedures and rules and regulations may not be processed through the grievance/arbitration procedure of this Agreement unless said policies, programs, procedures and rules and regulations and specifically included in this Agreement.

ARTICLE 28
REOPENING OF NEGOTIATIONS

1) This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been and could have been negotiated by and between the parties prior to the execution of the Agreement.

2) The City may reopen this Agreement for the sole purpose of negotiating modifications of existing provisions of this Agreement where new Federal, State or County legislation, regulations or ordinances have created a hardship upon the City by implementing any of the terms of this Agreement. In such case, the parties at the City's request shall promptly meet to negotiate new provisions or revisions of existing provisions, as would alleviate the hardship upon the City.

3) Either party will have the option to re-open existing provisions of this Agreement; however, both parties must mutually agree to do so.

ARTICLE 29
SEVERABILTY CLAUSE

Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

ARTICLE 30
TERM OF AGREEMENT

1) This agreement shall become effective upon ratification by the parties and shall remain in full force and effect until and including September 30, ~~2014.~~ 2017.

2) Either party may give written notice to the other party within the ninety (90) day period prior to the date of expiration of the Agreement of its desire to renegotiate and/or amend some or all of the articles and provisions of the Agreement.

3) Once either party has notified the other of its desire to negotiate, the parties will agree on a date for the opening of negotiations and both parties will exchange any proposed additions, revisions, modifications and/or deletions at the opening session. The parties may by mutual agreement, agree to exchange opening proposals prior to the initial meeting date.

ARTICLE 31
ZIPPER CLAUSE

The parties acknowledge that this written contract constitutes the-parties entire agreement and any other conditions and any matter or subjects not herein covered may not be adjusted or compromised for the life of the Agreement unless waived or bargained by the parties pursuant to Chapter 447, Florida Statutes.

ARTICLE 32
UNIFORMS

The City agrees to continue its present practice of providing work uniforms to Employees who require special clothing due to the nature of their job.

ARTICLE 33
PERFORMANCE REVIEWS

Supervisors and their subordinate employees are encouraged to frequently discuss job expectations and performance. Such discussions should acknowledge and reinforce proper job performance and address corrective measures to encourage adherence to performance and conduct standards.

Effective with the fiscal year beginning October 1, 2013, employees will receive an annual performance review by their supervisor within a period thirty (30) days prior or subsequent to the employee's anniversary date.

ARTICLE 34
D.R.I.V.E

DEMOCRAT, REPUBLICAN, INDEPENDENT VOTERS EDUCATION

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's City ID number and the amount deducted from the employee's check.

ARTICLE 35
SUBPOENA PAY

An employee who is subpoenaed to appear before a court proceeding for a trial or hearing or to provide a deposition as a result of his/her official duties on behalf of the City during, prior to or after his/her regularly scheduled work shift, shall be paid their straight time hourly wage for a minimum of two (2) hours pay or for the period of time actually spent at such legal proceedings, whichever is greater. Hours paid shall not be computed as hours worked for overtime purposes.

In order to receive pay for such time, employee must:

- Promptly provide a copy of the subpoena to the supervisor in advance of the appearance or deposition;
- Upon completion of service, provide documentation of date and time of service and certify in writing the dates and times actually required to appear;
- Return any monies received for the appearance paid by the administrative authority to the City.

An employee will not be paid for time off work because they were subpoenaed to appear in court for criminal or civil cases or depositions not related to their official duties of the City and/or in connection with employee's personal matters. Time off in such case will be charged to annual leave subject to proper approvals or be taken without pay.

ARTICLE 36

ASE CERTIFICATION PAY

A certification pay benefit shall be made available to eligible employees who obtain and maintain the qualifying National Institute for Automobile Service Excellence (ASE) technical certifications, which are described in the list of qualifying ASE certifications that is attached at Appendix D to this Agreement.

Eligible employees shall be those employed in the following job classifications:

- Lead Certified Mechanic
- Certified Mechanic
- Apprentice Mechanic
- Fleet Facility Specialist
- Paint & Body Shop/Apprentice Mechanic

This certification pay shall be paid bi-weekly on an hourly basis, at .50 per hour for each qualifying ASE certification, which shall added to each employee's hourly rate of pay, but this certification pay shall be subject to the maximum annual amount payable of $6,000.00, per employee.

The certification pay shall be paid for as long as the eligible employee remains in the appropriate job classification and maintains the qualifying ASE certification(s), and shall be discontinued if the employee no longer meets the eligibility requirements for the ASE certification pay.

The parties agree that during the term of this Agreement, the City and the Union may mutually agree, in writing, to make changes to the list of qualifying ASE certifications, and that any such change(s) shall become effective on the date stated in that written agreement after it has been signed by the City Manager or designee and by the Union. The parties also agree that such an agreement to change the list of qualifying ASE certifications shall not require ratification by either party. The parties also agree that any such change to the list of qualifying ASE certification(s) and/or the failure/inability to reach a written agreement on any such proposed changes shall not be subject to the contractual grievance procedure or any other challenge or appeal.

APPENDIX A
TEAMSTERS BARGAINING UNIT
OFFICE CLERICAL / BLUE COLLAR
PAY GRADE SCHEDULE
EFFECTIVE October 1, 2014

CURRENT PAY GRADE	CURRENT MINIMUM HRLY RATE	CURRENT MAXIMUM HRLY RATE
10	$ 10.3688	$ 16.1726
10, 11	$ 10.6591	$ 16.6898
12, 14	$ 10.9595	$ 17.2249
13	$ 11.2705	$ 17.7789
16	$ 12.2703	$ 19.5601
16		
17,18	$ 12.6272	$ 20.1959
18	$ 12.9965	$ 20.8539
19	$ 13.3787	$ 21.5349
20	$ 13.7744	$ 22.2396
21	$ 14.1839	$ 22.9693
22	$ 14.6077	$ 23.7244
21, 23	$ 15.0463	$ 24.5058
23, 24	$ 15.5004	$ 25.3147
25	$ 15.9702	$ 26.1518
26	$ 16.4566	$ 27.0182
27	$ 16.9599	$ 27.9150
28	$ 17.4810	$ 28.8432
29	$ 18.0202	$ 29.8040
30, 31	$ 18.5782	$ 30.7981
31	$ 19.1559	$ 31.8272
35	$ 21.6757	$ 36.3165

		2%	3%	2%
PROPOSED PAY GRADE	PROPOSED MINIMUM HRLY RATE 10/1/2014	PROPOSED MAXIMUM HRLY RATE 10/1/2014	PROPOSED MAXIMUM HRLY RATE 10/1/2015	PROPOSED MAXIMUM HRLY RATE 10/1/2016
101	$ 11.7961	$ 16.4960	$ 16.9908	$ 17.3307
102	$ 12.1501	$ 17.0236	$ 17.5340	$ 17.8849
103	$ 12.5146	$ 17.5693	$ 18.0965	$ 18.4584
104	$ 12.8900	$ 18.1344	$ 18.6785	$ 19.0520
105	$ 13.2767	$ 18.7194	$ 19.2810	$ 19.6666
106	$ 13.6750	$ 19.3249	$ 19.9046	$ 20.3027
107	$ 14.0853	$ 19.9513	$ 20.5498	$ 20.9608
108	$ 14.5078	$ 20.5998	$ 21.2178	$ 21.6421
109	$ 14.9430	$ 21.2709	$ 21.9091	$ 22.3472
110	$ 15.3913	$ 21.9655	$ 22.6245	$ 23.0770
111	$ 15.8531	$ 22.6843	$ 23.3649	$ 23.8322
112	$ 16.3287	$ 23.4286	$ 24.1315	$ 24.6141
113	$ 16.8185	$ 24.1984	$ 24.9244	$ 25.4229
114	$ 17.3231	$ 24.9959	$ 25.7457	$ 26.2607
115	$ 17.8428	$ 25.8209	$ 26.5956	$ 27.1275
116	$ 18.3781	$ 26.6748	$ 27.4750	$ 28.0245
117	$ 18.9294	$ 27.5585	$ 28.3853	$ 28.9530
118	$ 19.4973	$ 28.4733	$ 29.3274	$ 29.9140
119	$ 20.0822	$ 29.4200	$ 30.3026	$ 30.9087
120	$ 20.6847	$ 30.4000	$ 31.3120	$ 31.9383
121	$ 21.3052	$ 31.4140	$ 32.3564	$ 33.0036
122	$ 21.9444	$ 32.4637	$ 33.4376	$ 34.1064
123	$ 22.6027	$ 33.5502	$ 34.5567	$ 35.2478
124	$ 23.2808	$ 34.6743	$ 35.7146	$ 36.4289
125	$ 23.9792	$ 35.7940	$ 36.8678	$ 37.6052
126	$ 24.6986	$ 37.0428	$ 38.1541	$ 38.9171

APPENDIX B
TEAMSTERS CONTRACT
OCTOBER 1, 2014

CITY OF KEY WEST
DRUG-FREE WORKPLACE POLICY

I. PURPOSE

The City of Key West ("the City") has a compelling obligation to eliminate alcohol and illegal drug use in its workplace because of its responsibility for the safe, effective and efficient delivery of public services. Drug or alcohol use in the workplace may result in or contribute to on-the-job accidents, motor vehicle accidents and personal injury to City employees and the public. The illegal use of drugs by City employees, on or off-duty, and the state of being under the influence of alcohol while on duty are inconsistent with both the law-abiding behavior expected of all citizens and the special trust placed in City employees as public servants. Moreover, City employees who illegally use drugs tend to be less productive, less reliable, and prone to greater absenteeism than their fellow employees. This impairs the efficiency of City departments, creates a greater burden on reliable employees and undermines public confidence in all City employees.

A. Policy Statement

It is the policy of the City to maintain a drug-free workplace. It is a condition of employment with the City that employees refrain from reporting to work or working with the presence of drugs and/or alcohol in his or her body and for each City employee to abide by this policy. In addition to possible disciplinary action, up to and including termination as a result of any violation of this Drug-Free Workplace Policy, an employee injured in the course and scope of employment who refuses to submit to a test for drugs and/or alcohol, or is tested and has a positive confirmation of drug use or alcohol, forfeits his or her eligibility for medical and indemnity benefits under the Workers Compensation Act.

B. Legal Authority

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited by Sections 440.101 and 440.102 of the Florida Statutes and set forth the requirements with which the City's drug-free workplace policy must comply. The City is also subject to the Drug-Free Workplace Act of 1988 and to the U.S. Department of Transportation's Federal Transit Authority ("FTA") drug and alcohol testing requirements with respect to certain employees (Alcohol and Drug Testing Program for Commercial Motor Vehicle Drivers). This FTA program is separate from this policy.

C. Effective Date of Policy

The City's Drug-Free Workplace Policy is effective June 2, 1999. All new employees will be provided with this policy on their hire date. It shall be the responsibility of all personnel to familiarize themselves with this policy.

II. TYPES OF DRUG TESTS

A. City Authority to Test

The authority to order an applicant or employee to submit to a drug and/or alcohol test pursuant to this policy is vested in the City and its officials acting in the interests of the City.

B. Required Types of Drug Tests

For purposes of this policy, the term "drug" also includes alcohol unless specified otherwise.

Employees and applicants will be subjected to the following types of drug tests:

1. Job Applicant Testing

   a) "Mandatory-testing position"[1] ~~All~~ applicants for ~~positions with~~ the City will be drug tested and must pass a 10-panel drug test before he or she is hired as an employee and before completing the City's orientation process. The applicants whom the City intends to hire will be given a conditional offer of employment and requested to submit to a drug and/or alcohol test. Refusal to submit to the drug and/or alcohol test or a positive confirmed test result will result in rejection of the applicant for employment at that time. The City may choose not to perform applicant alcohol testing for some classifications.

   b) Job applicant drug testing does not require authorization from a City official or representative.

2. Reasonable Suspicion Testing

   a) An employee may be required to submit to a drug and/or alcohol test when the City has a reasonable suspicion that an employee is using or has used drugs or alcohol in violation of City policy. "Reasonable suspicion" will be determined from specific, objective, and articulable facts and reasonable inferences drawn from those facts in light of experience.

[1] Revised 08/08/2014

b) Among other things, such facts and inferences may be based upon:

- observable phenomena while at work, such as direct observation of drug and/or alcohol use or the physical symptoms or manifestations of being under the influence of a drug or alcohol;
- abnormal conduct, irrational or incoherent mental state or erratic behavior while at work or a significant deterioration in work performance;
- increased inattentiveness, absentmindedness, drowsiness or mood swings;
- increased unexplained absenteeism;
- impairment of motor functions and lack of physical coordination;
- a report of drug and/or alcohol use, provided by a reliable and credible source;
- evidence that an individual has tampered with a drug and/or alcohol test during his or her employment with the City;
- information that the employee has caused, contributed to or been involved in an accident while at work;
- evidence that the employee has used, possessed, sold, solicited or transferred drugs and/or alcohol while working or while on the City's premises, or while operating City vehicle(s), machinery or equipment;
- discovery of drugs and/or alcohol in the workplace; or
- employees' confirmation of drug and/or alcohol use.

The City may decide not to test all employees involved in work related accidents. However, it will test all employees where there is some information or evidence upon which a reasonable person could conclude that the employee was at fault to some degree, either by the employee's action or inaction. This decision is to be made as a part of the reasonable suspicion determination by a Department Director his or her designee or Assistant City Manager or City Manager (a higher ranking employee).

c) If an employee has information upon which there may be a reasonable suspicion of another employee's drug and/or alcohol use in violation of City policy, he or she must immediately report the information to his or her supervisor, the Director of that Department, that Director's designee or to the Assistant City Manager or City Manager (a higher ranking City employee). If a supervisor has information upon which there may be a reasonable suspicion of an employee's drug and/or alcohol use in violation of City policy, he or she must immediately report the information to his or her supervisor, the Director of that Department, that Director's designee or to the Assistant City Manager or City Manager (a higher ranking City employee). If a Department Director has information upon which there may be a reasonable suspicion of an employee's drug and/or alcohol use in violation of City policy, he or she must immediately report the information to the Assistant City Manager or City Manager (a higher ranking City employee). The higher ranking City employee must consider the information the employee, supervisor or Department Director reported in making his/her own reasonable suspicion determination.

d) If the higher ranking City employee concludes that a reasonable suspicion testing is justified, he or she must consult with the Director of Human Resources, a City attorney or both, prior to his or her final reasonable suspicion determination. Reasonable suspicion testing may only be authorized by a Department Director, his or her designee or by the Assistant City Manager or City Manager. The order for an employee to submit to reasonable suspicion testing may be given by any supervisory employee the City deems appropriate.

e) The City must document, in writing, the circumstances which formed the basis of its reasonable suspicion testing within five (5) days after the testing.

f) Employees shall be transported to the specimen collection site by a supervisor.

3. Routine Fitness for Duty Testing

a) An employee may be asked to submit to a drug and/or alcohol test as part of a routinely-scheduled fitness for duty medical examination that is either part of the City's established policy or that is scheduled routinely for all members of an employment classification or group.

b) Drug and/or alcohol testing which is conducted pursuant to a routine fitness for duty examination does not require particular authorization from any designated City official beyond that required for the examination itself.

4. Follow-Up Testing

a) If an employee enters an employee assistance program or rehabilitation program for drug and/or alcohol related problems, the employee may, at the City's discretion, be required to submit to a follow-up drug and/or alcohol test on a monthly, quarterly, semiannual or annual basis for two (2) years thereafter. Advance notice of the follow-up testing will not be given to the employee.

b) Except to the extent modified by other City policies or collective bargaining agreements, follow-up testing may be authorized by a Department Director, his or her designee or by the Assistant City Manager or City Manager.

5. Random Testing

a) Employees in the following job categories are subject to random, unannounced drug and/or alcohol testing:

- Certified Firefighters and Sworn Police Officers: Public safety positions are subject to random drug testing pursuant to the procedures set forth in the Police Department and Fire Department Policies and Procedures. The illegal use of a controlled substance by a certified firefighter or a police officer sworn to enforce the law is a criminal act that directly threatens the integrity and effectiveness of the Fire and Police Departments. Certified firefighters and sworn police officers who test positive for illegal drugs in a random test are subject to discharge.
- Commercial Drivers: Employees subject to the drug and/or alcohol testing requirements of the Department of Transportation are subject to random drug and alcohol testing. Drug and/or alcohol use by employees in safety-sensitive positions is dangerous, illegal, and could result in or contribute to on-the-job accidents, motor vehicle accidents, and personal injury to City employees and the public. Covered commercial drivers who test positive for illegal drugs and/or alcohol in a random test are subject to discharge.

III. DRUG TESTING PROCEDURES

A. Drug Specimen Collection Site

As of the effective date of this policy, the specimen collection site for the City is:

The Clinic
1503 Government Road
Key West, Florida 33040

This drug specimen collection sight is subject to change and is dependent upon which facility the City contracts as its drug specimen collection site.

B. Testing Laboratories

Testing of specimens for the presence of illegal drugs and/or alcohol is performed by the following laboratory, which is licensed by the Florida Agency for Health Care Administration:

DSI Laboratories

12700 Westlinks Drive
Fort Myers, Florida 33913
Phone 941-561-8200

This testing laboratory is subject to change and is dependent upon which facility the City contracts as its testing laboratory.

C. Methods of Testing

1. Tests for the presence of illegal drugs will use urine specimens.

2. Tests for the presence of alcohol will use blood specimens.

3. A split sample testing shall be taken by the drug specimen collection site. The primary specimen will be tested by the testing laboratory. The split specimen will be sealed and reserved in case of appeal.

D. Drugs Tested

The drug test is a 10-panel drug screen test. You may be tested for any or all of the following[2]

Alcohol:	Beer, Wine, Booze, Liquor, Distilled Spirits, Malt Beverages, etc.
Amphetamines:	Speed, Uppers, Biphetamine, Desoxyn, Dexedrine, etc.
Cannabiniods:	Marijuana, Hashish, Hash, Hash Oil, Pot, Joint, Reefer, Spleaf, Roach, Grass, Weed, etc.
Cocaine:	Coke, Blow, Snow, Flake, Crack, etc.
Opiates:	Heroin, Codeine, Morphine, Opium, Dover's Powder, Paragoric, Parepectolin, etc.
Phencyclidine:	PCP, Angel Dust, Hog, etc.
Methaqualone:	Not legal by prescription
Barbiturates:	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazephines:	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.
Methadone:	Dolophine, Metadose,etc.
Propoxyphene:	Darvocet, Darvon N, Dolene, etc.

E. Reporting Use of Prescription and/or Non-Prescription Medications

An employee or job applicant may confidentially report information concerning the use of prescription and/or non-prescription medications to the specimen collection site before testing and to the Medical Review Officer (MRO) after testing. The presence of prescription and/or non-prescription medications in the body may affect the outcome of the test.

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[2] Cutoff levels to be used in testing are those established by Standard Industrial Drug Panel 10

The City's MRO is:

Dr. Seth Portnoy
3300 University Drive, Suite 903
Coral Springs, Fl. 33065
Phone 954-341-2525

The City's certified MRO is subject to change and is dependent upon which MRO the City
contracts to perform MRO services.

F. Right to Consult Laboratory

All applicants and employees may consult with the testing laboratory or MRO for technical information regarding the effects of prescription and non-prescription medications on drug testing. Any consultation by an applicant or employee with the testing laboratory or MRO for the
purpose of gaining technical information shall be confidential. An MRO must apply technical information to any employee who fails a drug test.

G. Over-the- Counter and Prescription Drugs Which Could Alter or Affect Drug Test Results

The following is a list of over-the-counter and prescription drugs which could alter or affect drug test results (NOTE: Due to the large number or obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all-inclusive):

Alcohol:	all liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof)
Amphetamines:	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
Cannabinoids:	Marinol (Dronabinol, THC)
Cocaine:	Cocaine HCl topical solution (Roxanne)
Phencyclidine:	Not legal by prescription
Methaqualone:	Not legal by prescription
Opiates:	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin

	with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates:	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazephines:	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.
Methadone:	Dolophine, Metadose, etc.
Propoxyphene:	Darvocet, Darvon N, Dolene, etc.

H. Test Results

1. Negative Test Results

   a) If the applicant or employee's primary specimen tests negative, the MRO will inform the City of the negative result.

2. Positive Test Results

   a) The applicant or employee whose primary specimen tests positive has the right to contest the positive result. The employee or applicant who receives a positive test result may explain or contest the result to the MRO within five (5) working days after receipt of written notification of the positive result. If the employee's or applicant's explanation or challenge is unsatisfactory to the MRO, the MRO must report a positive confirmed test result back to the City and employee or applicant and include a copy of the positive test result.

   b) Within five (5) working days after receipt of the positive confirmed test result from the MRO, the City will notify the employee or applicant in writing of the positive test result, the consequences of such result and the options available to the employee or applicant.

I. Challenging a Positive Test Result

1. Notification of Challenge and Information Presented

   a) Any employee or applicant challenging a positive test result must notify the City and the MRO of such challenge in writing within five (5) working days of receiving the City's notification letter. If employee or applicant does not notify the City and the MRO of his or her challenge in writing within that 5 working day time period, the employee or applicant's challenge to the positive test result is barred. Employee's written challenge must include his or her desire to have the split specimen tested at a different lab. This split specimen test and all costs associated with a challenge to the split specimen test result are at the applicant's or employee's exclusive expense. The City shall be notified of the split specimen test result by the MRO in writing and shall receive a copy of the result.

   b) If the primary specimen tests positive and the split specimen tests negative, the applicant or employee shall have five (5) working days to present information that contests the result of the primary specimen to the City, which may include the results of the split specimen. After the City's review of the information presented, the City will advise the applicant or employee of its findings in writing.

2. Administrative Challenge

   a) If an employee is involved in an accident and denied medical and/or indemnity benefits, he or she may administratively challenge the action by filing a Claim for Benefits with a Judge of Compensation Claims.

J. Confidentiality of Drug Test Results

All drug and/or alcohol test results and information, interviews, reports, statements and memoranda, written or otherwise received or produced as a result of the drug and/or alcohol testing will be maintained in a confidential manner by the City. Further, information on drug and/or alcohol test results may not be used in any criminal proceeding against the employee or job applicant. There are some exceptions to this confidentiality:

1. Written Consent

   a) The City will release information concerning drug and/or alcohol test results if it receives a written consent form signed voluntarily by the person tested.

2. Compelled by Court Order

a) Drug and/or alcohol test results may be released without consent if compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal under this statute or if it is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

3. Legal Actions

a) The City, its agents, MRO and drug-testing laboratory may have access to employee drug and/or alcohol test information or use such information when consulting with legal counsel in connection with actions brought under this statute or when the information is relevant to a defense in a civil or administrative matter.

IV. ENFORCEMENT OF DRUG-FREE WORKPLACE POLICY

A. Pending Test Results

An employee who undergoes reasonable suspicion testing, routine fitness for duty testing, follow-up testing or random testing may be placed on administrative leave with pay pending confirmation of his or her test results. This decision is at the City Manager or his or her designee's sole discretion.

B. Actions the City May Take Based Upon a Positive Test Result

1. An applicant with a positive drug and/or alcohol test result will not be hired for the position applied for or any other position for which he or she has contemporaneously applied.

2. An employee with a positive drug and/or alcohol test result is subject to disciplinary action up to and including dismissal. The City may take one or more of the following actions:

- require the employee to attend educational seminars and courses and/or participate in an employee assistance program;
- require the employee to be evaluated by a Substance Abuse Professional (SAP);
- require the employee to attend a rehabilitation program;

- discipline, including, but not limited to, suspension (if permitted by the FLSA), probationary employment, transfer to another or less hazardous position and/or reduction in compensation;
- discharge from employment;
- employees disciplined pursuant to this policy will be given reasonable notice of the right to a disciplinary hearing (by the Department Director or Director of Human Resources) in writing. The City's Policy and Procedures Manual, Civil Service Rules and collective bargaining agreements will be observed where applicable.

3. If an employee is injured in the scope of his or her employment and drug tests and/or other medical evidence indicate the presence of illegal drugs and/or alcohol in the employee's body at the time of the accident, the employee may be required to forfeit any medical or indemnity benefits available under the Florida Worker's Compensation statute and may also forfeit eligibility for unemployment benefits. These penalties are in addition to any other penalties that may apply either under this policy or under applicable law.

C. Refusal to Take Drug Test When Required

1. Job Applicant Refusal

a) Any job applicant who refuses to submit to drug and/or alcohol testing, or who alters, adulterates or otherwise interferes with drug testing collection, samples, or analysis is immediately disqualified from City employment.

2. Employee Refusal

a) Any employee who refuses to submit to a drug and/or alcohol test when required under this policy, or who alters, adulterates or otherwise interferes with drug testing collection, samples, or analysis is subject to termination and may forfeit eligibility for medical and/or indemnity benefits under Florida's Worker's Compensation statute.

3. Injured Employee's Refusal

a) Any injured employee who refuses to submit to a drug and/or alcohol test when required under this policy, or who alters, adulterates or otherwise interferes with drug testing collection, samples, or analysis is subject to termination and may forfeit eligibility for medical and/or indemnity benefits under Florida's Worker's Compensation statute.

Conviction for Violating Drug or Alcohol Statute

It is a condition of employment with the City that any employee who pleads guilty, pleads "nolo contendere" or is convicted of any criminal drug and/or alcohol violation occurring either in the workplace or off-the-job, must report such conviction to his supervisor within five (5) calendar days of such conviction. Any employee who pleads guilty, pleads "nolo contendere" or is convicted of any criminal drug and/or alcohol violation may be disciplined or terminated.

E. Off-Duty Hours

Any City employee who is called in to work during off-duty or unscheduled work hours must notify his or her supervisor if he or she is unable to perform his or her job duties due to alcohol consumption before reporting for work. The City may accept the City employee's admission of alcohol consumption during off-duty or unscheduled work hours and may not require his or her attendance for work.

F. Voluntary Identification

The City will not discharge, discipline or discriminate against an employee solely upon an employee's voluntarily seeking treatment for a drug and/or alcohol-related problem if the employee has not previously tested positive for drug and/or alcohol use, entered an employee assistance program for drug and/or alcohol-related problems or entered a drug and/or alcohol rehabilitation program while employed with the City (excluding sworn law enforcement officers).

If an employee voluntarily identifies a drug and/or alcohol-related problem and the employee has not previously tested positive for drug and/or alcohol use, entered an employee assistance program or drug rehabilitation program while employed with the City and as specified above, he or she shall enter into a licensed substance abuse program under the guidance of a SAP. The employee will be evaluated by the SAP for the purpose of determining what assistance, if any, the employee needs in resolving drug and/or alcohol-related problems.
Any treatment program the SAP prescribes shall be at the employees' expense unless covered by the City's insurance program. While undergoing treatment, the employee, if eligible, will be placed on FMLA (family/medical leave) and allowed to use sick leave, annual leave or any paid leave to maintain his or her usual compensation and benefits.

The SAP will determine if and when the employee is fit to return to duty. Upon the SAP's fitness determination, the employee must do the following:

a) Pass a follow-up drug test; and b) Sign and comply with all requirements of a Re-entry Contract .

If an employee executed a Re-entry Contract within the previous twenty-four (24) months, and he or she tests positive for drugs and/or alcohol and his or her challenge to the test, if any, is unsatisfactory or he or she refuses to submit to follow-up testing, he or she will be terminated.

G. Rehabilitation/Substance Abuse Professionals

If you are experiencing problems with drugs and/or alcohol, you are encouraged to contact a rehabilitation facility and/or substance abuse professional, which provides confidential drug and/or alcohol abuse counseling and referral to residential or support treatment centers for all City employees and their eligible family members. The following is a representative sampling of drug and/or alcohol abuse counseling and treatment programs available in this area:

Key West/ Lower Keys

Care Center for Mental Health
1205 Fourth Street
Key West, FL 33040
(305)292-6843

DePoo Chemical Dependency
Unit
1200 Kennedy Drive
Key West, FL 33040
(305) 294-5531, Ext. 320

Marathon/Middle Keys

Guidance Clinic of the Middle Keys
3000 41st Street, Ocean
Marathon, FL 33050
(305) 289-6150

Tavernier/Upper Keys

Guidance Clinic of the Upper Keys
92140 U. S. Highway
Tavernier, FL 33070
(305) 853-3284

South Miami Area

South Miami Hospital Addiction Treatment Program
6200 SW 73rd Street
Miami, FL 33143
(305) 662-8118

H. Administration and Oversight of Policy

1. Human Resources Department

The City's Drug-Free Workplace Policy is administered by the City's Department of Human Resources.

2. Drug-Free Workplace Steering Committee

A labor/management steering committee shall be established under the direction of the Department of Human Resources. Participants will include members from City management, City non-union employees and one representative from each recognized bargaining unit.

The purpose of the committee is to ensure consistent application of policy as appropriate to the work group (i.e., police, fire, safety sensitive employees, recreation employees, etc.). This committee shall operate in an advisory capacity to Human Resources and shall recommend policy and procedure changes when necessary. Opinions and decisions recommended by this Committee are never binding on the City. Participation on the drug free workplace steering committee will ensure that employees work in partnership with the City to effectively implement the objectives set forth herein.

RE-ENTRY CONTRACT

The City of Key West ("City"), the _____ ("Union") and _____ ("Employee") of the City voluntarily enter into this Re-Entry Contract this _____ day of _____ 201___. The City, Union and Employee will be collectively referred to as the "Parties". For the purposes of this contract, the term "drug" includes alcohol.

Employee is voluntarily seeking treatment for a drug and/or alcohol-related problem. Employee has not previously tested positive for drug or alcohol use, entered an employee assistance program for drug and/or alcohol-related problems or entered a drug and/or alcohol rehabilitation program while employed with the City.

Prior to returning to work for the City, Employee shall:

1) Provide City with a "Release to Work Statement" to be completed by a City approved Substance Abuse Professional ("SAP").
2) Submit to a drug and/or alcohol test with a City approved testing facility and provide City with documents establishing a confirmed negative drug test result.
3) Agree to follow the rehabilitation program prescribed by the SAP.

Upon enrollment in the prescribed rehabilitation program and return to work:

1) Employee will be reinstated to his or her former position if he or she returns to work within ninety (90) days of taking leave.
2) Employee shall be on probation for twenty-four (24) months following his or her return to work.
3) During Employee's twenty-four (24) month probationary period, Employee will be required to submit to a follow-up drug and/or alcohol test on a monthly, quarterly, semiannual or annual basis. Advance notice of the follow-up testing will not be given to Employee.
4) Employee's failure to submit to any unannounced drug and/or alcohol test during the twenty-four (24) month probationary period shall be a breach of this contract and shall constitute Employee's voluntary resignation from employment.
5) If Employee tests positive for unauthorized drug and/or alcohol use anytime after the execution of this contract, Employee shall be terminated.

The Parties agree that violation of any provision of this Re-Entry Contract shall be grounds for Employee's termination.

CITY OF KEY WEST

_____ _____

City Manager/Designee Employee

_____

Union

LAST CHANCE AGREEMENT

The City of Key West ("City"), the _____ ("Union") and _____ ("Employee") of the City enter into this Last Chance Agreement this _____ day of _____, 201_. The City, Union and Employee will be collectively referred to as the "Parties". For the purposes of this agreement, the term "drug" includes alcohol.

A positive drug test (or refusal to submit to drug test) was returned on _____.

The City and Employee enter into this Last Chance Agreement subject to the following:

Prior to returning to work for the City, Employee shall:

1) Provide City with a "Release to Work Statement" to be completed by a City approved Substance Abuse Professional (SAP")
2) Submit to a drug and/or alcohol test with a City approved testing facility and provide City with documents establishing a confirmed negative drug test result.
3) Agree to follow the rehabilitation program prescribed by the SAP.

Upon enrollment and/or completion of the prescribed rehabilitation program and return to work:

1) Employee will be reinstated to his or her former position if he or she returns to work within ninety (90) days of taking leave.
2) Employee shall be on probation for twenty-four (24) months following his or her return to work.
3) During Employee's twenty-four (24) month probationary period, Employee will be required to submit to a follow-up drug and/or alcohol test on a monthly, quarterly semiannual or annual basis. Advance notice of the follow-up testing will not be given to Employee.
4) Employee's failure to submit to any unannounced drug and/or alcohol test during the twenty-four (24) month probationary period shall be a breach of this agreement and shall constitute Employee's immediate voluntary resignation from employment.
5) If Employee tests positive for unauthorized drug and/or alcohol use anytime after the Execution of this agreement, Employee shall be terminated.

The Parties agree that violation of any provision of this Last Chance Agreement shall be grounds for Employee's termination.

_____
City Manager/Designee

_____
Employee

_____
Union

APPENDIX C
TEAMSTERS CONTRACT
OCTOBER 1, ~~2012~~ 2014

ESSENTIAL PERSONNEL

DEPARTMENT	POSITION
Community Service	
	Maintenance Worker
	Equipment Operator
	Foreman
	Administrative Coordinator
	Asst. Fleet Administrator
	Certified Mechanic
	Mechanic
Transportation	Bus Driver

The above Teamsters positions have been identified as essential personnel for the purposes of emergency management as of October 1, 2012. This list is not intended to be all inclusive and will change at the direction of the City Manager based on the emergency needs of the City.

DATED THIS 21 DAY OF January, 2015

TEAMSTERS LOCAL 769

Rolando Piña
Business Agent

Sue E. Snider
Steward

Charlie Pons, Jr.
Steward

Jean Zeman
Steward

THE CITY OF KEY WEST

James K. Scholl
City Manager

Sarah Hannah-Spurlock
Assistant City Manager

Gregory W. Veliz
Assistant City Manager

Samantha Farist
Human Resources Director

APPENDIX D
TEAMSTERS CONTRACT
QUALIFYING ASE CERTIFICATIONS:

As of October 1, 2013 the City of Key West will pay an additional $0.50 per hour per completed ASE Certification up to a maximum of $6,000.00 per year.

Auto/Small Equipment Technician I and II

- Automotive (8 certificates) + Master
  - A1 – Engine Repair
  - A2 – Automatic Transmission/Transaxle
  - A3 – Manual Drive Train & Axles
  - A4 – Suspension & Steering
  - A5 – Brakes
  - A6 – Electrical/Electronic Systems
  - A7 – Heating & Air Conditioning
  - A8 – Engine Performance

- Medium/Heavy Truck (8 certificates) + Master
  - T1 – Gasoline Engines
  - T2 – Diesel Engines
  - T3 – Drive Train
  - T4 – Brakes
  - T5 – Suspension & Steering
  - T6 – Electrical/Electronic Systems
  - T7 – Heating & Air Conditioning
  - T8 – Preventative Maintenance Insp. (PMI)

- Truck Equipment Test (3 certifications) + Master
  - E1 – Truck Equipment Installation & Repair
  - E2 – Electrical/Electronic Systems Installation & Repair
  - E3 – Auxiliary Power Systems Installation & Repair

- Collision Repair and Refinish (4 certificates) + Master
  - B2 – Painting & Refinishing
  - B3 – Non-Structural Analysis & Damage Repair
  - B4 – Structural Analysis & Damage Repair
  - B5 – Mechanical & Electrical Components

- Alternate Fuels Test (1 certificate) No Master
  - F1 – Light Vehicle/Compressed Natural Gas

- Advanced Level Series (2 certificates) No Master

- L1 – Auto Advanced Engine Performance Specialist
- L2 – Med/Heavy Vehicle Electronic Diesel Engine Diagnosis Specialist

Heavy Truck/Equipment Technician I and II (Automotive Resources/Transit)

- Automotive (8 certificates) + Master
  - A1 – Engine Repair
  - A2 – Automatic Transmission/Transaxle
  - A3 – Manual Drive Train & Axles
  - A4 – suspension & Steering
  - A5 – Brakes
  - A6 – Electrical/Electronic Systems
  - A7 – Heating & Air Conditioning
  - A8 – Engine Performance

- Medium/Heavy Truck (8 certificates) + Master
  - T1 – Gasoline Engines
  - T2 – Diesel Engines
  - T3 – Drive Train
  - T4 – Brakes
  - T5 – Suspension & Steering
  - T6 – Electrical/Electronic Systems
  - T7 – Heating & Air Conditioning
  - T8 – Preventative Maintenance Insp. (PMI)

- Truck Equipment Test (3 certifications) + Master
  - E1 – Truck Equipment Installation & Repair
  - E2 – Electrical/Electronic Systems Installation & Repair
  - E3 – Auxiliary Power Systems Installation & Repair

Heavy Truck/Equipment Technician I and II (Automotive Resources/Fire)

- Automotive (8 certificates) + Master
  - A1 – Engine Repair
  - A2 – Automatic Transmission/Transaxle
  - A3 – Manual Drive Train & Axles
  - A4 – Suspension & Steering
  - A5 – Brakes
  - A6 – Electrical/Electronic Systems
  - A7 – Heating & Air Conditioning
  - A8 – Engine Performance

- Medium/Heavy Truck (8 certificates) + Master

- T1 – Gasoline Engines
- T2 – Diesel Engines
- T3 – DriveTrain
- T4 – Brakes
- T5 – Suspension & Steering
- T6 – Electrical/Electronic Systems
- T7 – Heating & Air Conditioning
- T8 – Preventative Maintenance Insp. (PMI)

- Truck Equipment Test (3 certificates) + Master
  - E1 – Truck Equipment Installation & Repair
  - E2 – Electrical/Electronic Systems Installation & Repair
  - E3 – Auxiliary Power Systems Installation & Repair

- Specialty Test Series (1 certificate) No Master
  - X1 – Exhaust Systems

- Advanced Level Series (2 certificates) No Master
  - L1 – Auto Advanced Engine Performance Specialist
  - L2 – Med/Hvy Vehicle Electronic Diesel Engine Diagnosis

- EVT Series (17 certificates) 2 Masters (fire and ambulance)
  - F2 – Fire Apparatus Design & Performance
  - F3 – Fire Pumps & Accessories
  - F4 – Fire Apparatus Electrical Systems
  - F5 – Aerial Fire Apparatus
  - F6 – Allison Automatic Transmission
  - A1 – ARFF Vehicle Design & Performance
  - A2 – ARFF Chassis & Components
  - Level 1 – Fire Apparatus Technician
  - Level 2 – Fire Apparatus Technician
  - Level 3 – Fire Apparatus Master

Parts Specialist – Automotive Resources and Transit/Mobility

- Parts Test Series (No Master)
  - P1 – Med/Hvy Truck Dealership Parts Specialist
  - P2 – Automobile Parts Specialist
  - P3B – Med/Hvy Truck Aftermarket Parts Specialist – Brakes
  - P3S – Med/Hvy Truck Aftermarket Parts Specialist – Suspension & Steering
  - P4 – General Motors Parts Consultant

Auto Maintenance and Light Repair Certification Test (G-1)