RESOLUTION NO. 15-355

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1424 (IAFF) FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City and IAFF Local 1424 recently completed negotiations for a collective bargaining agreement covering the period of October 1, 2015 through September 30, 2018; and

WHEREAS, members of IAFF Local 1424 ratified the agreement on November 19, 2015, 2015;

NOW, THEREFORE, 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 and International Association of Firefighters Local 1424 is hereby approved for period of October 1, 2015 through September 30, 2018.

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 2nd day of December, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of December, 2015.

Filed with the Clerk on December 3, 2015.

Mayor Craig Cates	Yes
Commissioner Sam Kaufman	Yes
Commissioner Clayton Lopez	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

CRAIG CATES, 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: November 20, 2015

RE: IAFF Local 1424 Collective Bargaining Agreement

EXECUTIVE SUMMARY

ACTION ITEM

Approve the three (3) year collective bargaining agreement between the City of Key West and IAFF Local 1424 effective October 1, 2015 through September 30, 2018.

BACKGROUND

The most recent IAFF Collective Bargaining Agreement expired on September 30, 2015. The City's management negotiation team and the IAFF negotiating team met on numerous occasions in an effort to reach an agreement on contract terms and conditions.

The City and the IAFF reached a tentative collective bargaining agreement on October 14, 2015 for the three (3) year period October 1, 2015 through September 30, 2018. The IAFF membership ratified the agreement on November 19, 2015.

continued -

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

Article 2 - Recognition

The City agrees to recognize the addition of "Rescue Lieutenant" to the bargaining unit.

Article 9 - Training

The City agrees to add EMT-P to the training program.

Article 16 – Wages and Assignment Pay

The City agrees to increase the step plan 3% per year in years 2015, 2016 and 2017, add ALS Rescue Assignment Pay and increase Longevity Pay in years 2016 and 2017.

Article 17 – Educational Incentive

The City agrees to add education incentive for EMT-P, increase the total percentage from 4 to 5%, increase "Fire Inspector" from 1% to 2%, add USAR at 1% and add any other Florida State Fire College Certifications at 1%.

Article 18 – Sick and Annual Leave

The City agrees to drop the computation of annual leave by "days" and only compute by "hours" as with all other employees.

Article 19 – Worker's Compensation

Revised to be consistent with the current Florida Statutes that govern Worker's Compensation.

Article 25 – Personnel Reduction

Adding ALS Rescue Services.

Article 27 – Firefighters Pension and Retirement Plan

The City agrees to include a military and prior fire service buy-back option. Also, mutual consent provision to comply with 175/185 new state legislation.

continued -

Article 31 - Holidays

Personal Days will be deleted from all fire employee accrual banks as of 9/30/2015 and 75% of the value will be added to the base salary.

Article 35 – Staffing

Adding personnel for ALS Rescue Services.

Attachment A – Job Descriptions

Adding "Rescue Lieutenant" to the KWFD job descriptions.

Attachment C – 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.

RECOMMENDATION

The City's negotiating team recommends City Commission approval of the collective bargaining agreement as negotiated and ratified by IAFF Local 1424.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 1424

AND

THE CITY OF KEY WEST

OCTOBER 1, ~~2012~~ 2015 to SEPTEMBER 30, ~~2015~~ 2018

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A JOB DESCRIPTIONS
B STEP PLAN
C DRUG FREE WORKPLACE POLICY

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Key West, hereinafter referred to as the "Employer" and Local #1424, International Association of Firefighters, hereinafter referred to as the "Union", upon ratification.

ARTICLE 2

RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for all employees in the following bargaining unit:

INCLUDED: Firefighters, Drivers/Engineers, Rescue Lieutenant, Captains, Fire Inspectors, Shift Commanders

EXCLUDED: Fire Chief, Division Chiefs, Secretaries, Fire Marshal and all other City Employees.

ARTICLE 3

EMPLOYER RIGHTS

Except as otherwise provided in this Agreement the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, type of work, equipment to be used in the operation of the City, rights to decide the number and location of Fire stations, the schedule of work time, to determine the starting and quitting time and the number of hours to be worked, and the right to hire, discharge, suspend, discipline, promote, demote and transfer employees and to release such employees subject to the Civil Service Rules. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union. The above rights of the Employer indicate the type of matters or rights which belong to and are inherent to the Employer in its capacity as management of the Fire Department of the City of Key West, Florida. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions are prerogatives which the Employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way directly or indirectly, subject to the grievance procedure.

ARTICLE 4

STRIKES AND LOCKOUTS

There will be no strikes, work stoppage, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the Employees or the Association, and there will be no lockouts by the Employer for the duration of this Agreement. The Union supports the Employer fully in maintaining normal operations.

It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis for the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event any violation of this section occurs, the Employer shall be entitled to seek and obtain immediate injunctive relief, provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action; and further, that the Union and its officers have used every reasonable means to prevent or terminate such actions. (Picketing, as used in this article, shall be defined as picketing to support work stoppage.)

ARTICLE 5

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct dues and assessments biweekly in an amount certified to be current by the Secretary-Treasurer of the local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Union Treasurer on a biweekly basis.

ARTICLE 6

DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

PREVAILING RIGHTS

All rights, privileges and working conditions uniformly and continuously enjoyed by all employees similarly situated shall be continued for the term of this Agreement. This Agreement shall not be construed to deprive any employee of benefits or protections granted by the laws of Florida, Ordinances of the City of Key West or Resolutions of the City Of Key West, in effect, but should not be construed to limit the Fire Chief from altering practices that could affect the safety of the Firefighters or citizens of Key West.

ARTICLE 8

LEGAL REPRESENTATION

The Employer assumes all responsibility of legal representation, judgments and related expenses of employees involved in legal action arising out of employment while acting in the scope of their duties. When the City may legally do so, the City shall furnish to Bargaining Unit employees benefit of legal defense in accordance with Section 768.28 (5) and (9) of the Florida Statutes. No employee or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his/her employment function, unless such employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

ARTICLE 9

TRAINING

The Union will assist the Employer in establishing training facilities in firefighting and other related courses, and the Employer will assist the Union in establishing a library of educational firefighting material and a refresher course on EMT and EMT-P at least once a year.

ARTICLE 10

BULLETIN BOARDS

The Employer agrees to furnish the Union with a bulletin board for its exclusive use at each station. The Union guarantees no information or material will be posted if it is derogatory or of other improper nature. Should such information be posted, the employee responsible shall be subject to discipline. The Employer shall notify the Union in writing prior to any changes of policies that affect personnel in the bargaining unit.

ARTICLE 11

SAFETY COMMITTEE

The Union will appoint two (2) members to the City Safety Committee. The Safety Committee will meet no less than quarterly and discuss matters of safety that affect members of the bargaining unit. All recommendations of the Safety Committee shall be submitted to the City Manager and the City Commission. The City Manager will notify the Union in writing as to the actions takes in regard to such recommendations. The actions and recommendations of this committee shall be advisory only.

ARTICLE 12

JOB PERFORMANCE

Employees covered by this Agreement shall be required to perform fire-related duties as determined by the Fire Chief/designee, as indicated in the attached job descriptions (Attachment A). In emergency conditions and situations (such as hurricanes, flood, riot or similar situations), employees covered by this Agreement shall be required to perform any duties as determined and may be assigned by the Mayor, City Manager, Fire Chief, or their designee.

ARTICLE 13

UNION BUSINESS

The employee elected President, plus one other employee of the local Union assigned by the President, shall be granted twenty (20) days between the two of them to perform his/her Union functions, including attendance at conventions, seminars and conferences. It will be incumbent upon the Union to give at least seven (7) days' notice to the Fire Chief or his/her Assistant, stating dates of absence, purpose and location of such meeting. It is understood that at no time, will utilization of these granted days for union business result in an overtime situation being created for the fire department.

ARTICLE 14

RULES AND REGULATIONS

1. It is agreed and understood that the Fire Chief or designee may formulate, establish, revise, amend and implement rules and regulations. Any new/revised/amended language shall be provided to the Union at least thirty (30) days, if practicable, but in no event less than twenty (20) days in advance of implementation. The Union may request negotiations to bargain any change with impacts mandatory subject of bargaining or elements of this Agreement or submit comments on the matter, in writing, to the City Manager, City Manager's designee, or as otherwise provided by City Charter within ten (10) days of such notice. If impact bargaining is requested, the proposed change shall not take effect for a period of thirty (30) days or completion of impact bargaining, whichever occurs first. When impact bargaining is requested, the City and the Union shall cooperate to expedite completion of the bargaining process.

2. Departmental rules and regulations, amendments/revisions thereto, approved by the Fire Chief, Fire Chief's designee, or as otherwise provided by Policy, shall automatically become and be considered a formal part of the Agreement. Whenever there is a conflict between the penalties imposed by City' policies and procedures and departmental rules and regulations, the strictest penalty will apply.

ARTICLE 15

CALL-BACK-PAY

All employees covered by the terms of the Agreement who are called back from off-duty, for any reason or purpose, shall be paid at the rate of time-and-a-half (1-1/2) and will be paid and may be required to work a minimum of four (4) hours.

ARTICLE 16

WAGES AND ASSIGNMENT PAY

The City and Association agree that the Step Pay Plan" is incorporated in this Agreement and that this "Step Pay Plan" shall be valid for the duration of this Agreement only, subject to the following increases:

1. Effective October 1, ~~2012~~ 2015, the step plan will increase by 3.0%

   Effective October 1, ~~2013~~ 2016 , the step plan will increase by ~~2.0%~~ 3.0%

   Effective October 1, ~~2014~~ 2017, the step plan will increase by ~~2.0%~~ 3.0%

2. Employees shall move up one step on their anniversary date unless already topped out, in which case they will receive longevity pay.

ALS Rescue Assignment Pay

1. Employees with EMT Basic certification who are assigned to a Rescue Unit (ALS/ambulance) shall be paid $50.00 for each 24 hour shift.

2. Employees with Paramedic certification who are assigned to a Rescue Unit (ALS/ambulance) shall be paid $100.00 for each 24 hour shift.

Longevity Pay

Longevity pay will be granted to covered employees during this Agreement as follows:

	10/1/2015	10/1/2016	10/1/2017
21 through 25 years of service	$1750.00	$2,000.00	$2,250.00
26 plus years of service	$2250.00	$2,500.00	$2,750.00

Nothing in this Agreement shall require the payment of any wage increases, including but not limited to step increases, after the expiration of this Agreement by its terms or the period of City Commission imposition of terms.

Any Firefighter/Driver-Engineer/Captain/Shift Commander assigned as Fire Inspector shall receive assignment pay of $100.00 per pay period added to their base salary before assignment. Assignment pay shall be prorated for those assignments which are for less than a full pay period. At such time as a Firefighter/Driver-Engineer/Captain/Shift Commander no longer serves in a Fire Inspector capacity, the individual's salary shall be reduced by the assignment pay increment discussed above.

Standby Pay:

Fire Inspectors who are assigned to remain in a standby status while not on duty shall be paid the following rates beginning October 1, 2010, for the term of the agreement:

Monday through Friday $20.00 per night -- Nightly standby (Monday through Friday) shall begin at the end of each regular workday and shall end at the beginning of the next workday.

Weekends $50.00 per weekend -- Weekend standby shall begin at the time which would be the employee's normal starting time on Saturday and shall conclude at the beginning of the employee's regular workday on Monday.

Fire Inspectors assigned to standby status will be assigned a take home vehicle (subject to City Manager approval) to utilize only in the event employee is called out to work while on nightly or weekend standby duty.

There shall be no more than one (1) Fire Inspector assigned to standby status.

ARTICLE 17

EDUCATIONAL INCENTIVE

Employees attending, as approved by the Fire Chief/designee on an individual basis, fire-related classes or other training (excluding EMT courses) shall be compensated at their hourly rate, provided that they are not "on-duty" (no additional pay for "on duty" attendance) and achieve a passing grade upon completion. It is understood that at no time will training result in an overtime situation being created for the fire department.

The City will pay for books, registration, renewal fees and tuition for EMT ~~Basic~~ and EMT-P Certification and recertification. The City will make every reasonable effort to schedule EMT re-certification courses during regular duty days; however, the City will not pay for off duty time spent in training or re-certification. ~~The City will not pay for any books, fees, tuition or costs related to obtaining Paramedic certification or recertification.~~

Effective October 1, 2015, The City will pay the following incentive pay (up to an aggregate total) of ~~4%~~ **5%** for attaining and retaining the following certifications:

Paramedic	2%
Fire Inspector	~~1%~~ 2%
Hazmat	1%
Hazmat Team	1%
Public Safety Diver	1%
Pump Operator	1%
Fire Service Instructor I	1%
USAR	1%
Any additional Florida State Fire College Certifications	1%

The City will pay for a Paramedic course for four (4) employees in 2016, five (5) employees in 2017 and five (5) employees in 2018. Half of the tuition will be paid up front and the other half upon completion of the course and receipt of the Paramedic certification. Any employee provided such reimbursement must repay to the City 100% of that reimbursement if the employee does not receive his or her Paramedic certification or voluntarily leaves City employment within three (3) years of the date the employee was paid the Paramedic certification reimbursement. Depending on the balance of any money owed to the employee at the time the employee leaves City employment, some ~~of~~ **or** all of the tuition reimbursement shall be deducted from the employee's final paycheck.

ARTICLE 18

SICK AND ANNUAL LEAVE

SICK LEAVE:

The sick leave accrual shall be 3.692307 hours per pay period. This equates to eight {8) hours per month, or twelve (12) days per year. Employees on sick leave will be charged eight (8) hours for each work day taken as sick leave. City agrees to pay 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.

All bargaining unit members 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 that employee subject to pay out at separation from employment. Should those employees use or buy sick leave benefits so as to reduce the number of hours on the books below the grandfather cap, then the new lower cap will be established. Sick Leave grandfathered in as of October 1, 1992 in excess of the 720 hour cap may be paid for by City subject to funds being budgeted and available at the rate of pay as of October 1, of each year, down to the 720 hour cap level. The sick leave payout schedule shall be as follows:

Years	Percentage of Hours Paid
0-5	0%
6-10	50%
10+	100%

Sick leave accrual shall continue until the employee separates from City employment in an unlimited fashion and these hours shall be available for use. Transfer of sick leave above and/or below the cap to another employee will be subject to the City's sick leave transfer policy.

City agrees, to the extent that it is legally permissible, that upon the death of a firefighter compensation for unused sick leave up to 720 hour cap will be paid to the designated spouse or next of kin.

ANNUAL OR VACATION LEAVE:

For all full time employees, the accrual rate shall be:

LENGTH OF SERVICE	RATE OF ACCRUAL PER YEAR
1 to 5 Years	80 Hours ~~or 5 Working Days~~
5 to 10 Years	120 Hours ~~or 7.5 Working Days~~
Over 10 Years	160 Hours ~~or 10 Working Days~~

2. Annual leave will be taken on approval through the chain of command:

a. Based on current Fire Department policy, annual leave will not be granted for period less than leave earned.

b. Employees covered under this Agreement who take annual leave in less than two (2) week blocks will be charged sixteen (16) hours of leave per fire suppression duty day taken.

c. Annual leave of a day or more will be approved by the Fire Chief or designee and this approval will be based on impact on overall productivity.

3. Annual Leave balances as of September 30 of any given year must be utilized by September 30 of the next fiscal year. Upon documentation of a pattern of denial, the amount of Annual Leave that has been denied may be transferred to sick leave, provided it will not exceed the cap for sick leave; or may be carried over to be used, along with all new annual leave, by the appropriate date of the following year. In the event that funds have been budgeted for the purpose of buyouts, or there are lapsed salary dollars in the departmental salary line item, leave under the cap may be purchased. To become budgeted, the member must advise the appropriate personnel in the department of their desire to buy out any portion of their annual leave, by May of any given fiscal year, for the following fiscal year. A firefighter must use at least eighty (80) hours of leave, in the preceding twelve (12) months, to be considered for buyouts. A request for buyout is not a mandatory requirement that the leave be purchased by the Employer. The firefighter may change his/her mind, and decide to use the leave; additionally, the funds may not be budgeted for such a buyout, which will thereby mandate the firefighter use said leave. The "cap" for annual leave hours is 240. Annual leave above the 240 cap at the ratification of prior contract shall create a new grandfather cap.

4. Upon separation from the City, an employee shall be paid for each hour of accrued annual leave, at his/her current rate of pay, up to the "cap" of 240 hours. Estates of employees killed in the line of duty shall be paid for all annual leave without regard to a cap.

ARTICLE
19

WORKER'S COMPENSATION

SECTION 1: INTENT AND PURPOSE

The intent and purpose of this section is:

a. To protect Key West Fire Department employees who are members of this bargaining unit from the economic hardship of a service connected disability, while preserving the incentive to return to work.

b. To enable the department to fill positions with medically able employees by making proper provision for those injured in the performance of their duties.

c. To facilitate recruitment and retention of employees for the fire department.

SECTION 2: DEFINITIONS

a. **EMPLOYEE** shall mean anyone in the bargaining unit engaged full time by the Key West Fire Department and who is paid a salary or wages for services rendered.

b. **DISABILITY** shall mean a disability which incapacitates an employee from performing the duties of his job classification and is the proximate result of an accident occurring at some definite time and place in the actual performance of duty as determined by the employee's authorized treating worker's compensation physician.

c. **DISABILITY LEAVE** shall be defined as that period of time and status when an employee has been injured while acting within the scope of his employment with the City to the extent that he cannot accept any other work offered by City and until the employee returns to work or receives pension benefits within the scope, context and limitations of Chapter 440 of the Florida Worker's Compensation Statutes.

d. **DISABILITY DATE SALARY** shall mean an employees' average weekly wage as calculated by the employee's 13 week wage statement ~~gross monthly salary at the time of incurring disability~~.

e. **DISABILITY PAYMENTS** shall mean the payments by the City to an Employee with a disability.

f. **SECONDARY EMPLOYMENT** shall mean a disabled individual's employment with the City, or other employer, or self-employment.

g. ~~**DISABILITY PANEL** shall mean a committee composed of the Human Resource director, the City Manager or designee, Fire Chief or designee, and two representatives of the union.~~

~~h.~~ All other terms used herein will be defined in accordance with the definitions of the Florida Workers Compensation Statute, F.S. 440.02.

SECTION 3: BENEFITS

a. A Fire department employee and member of this bargaining unit who suffers a service-connected disability, which is incurred during the periods of time from the sounding of an alarm by the encoder to the return of all of the vehicles to complete service readiness at the stations, or while the employee is engaged in training activities, shall be entitled to an income of one hundred percent of his disability-date salary and all other benefits paid by the City during normal employment, except annual leave and sick leave accrual, for six (6) months, or for the period of time up to six (6) months as such disability continues, subject to the conditions (1) through (7) listed below

b. A Fire Marshall/Fire Prevention employee suffering a service related disability while engaged in a post fire investigation is entitled to the same benefits set forth in (a) above.

c. A fire department employee and member of this bargaining unit who suffers a service-connected disability not incurred during the activities described in (a) or (b) above, is entitled to an income of one hundred percent of his disability-date salary and all other benefits paid by the City during normal employment, except annual leave and sick leave accrual, for the period encompassing three (3) duty days. Each employee, suffering a service related disability while performing staff functions, not <u>incurred</u> ~~incurring~~ during the activities described in (a) or (b) above, and is working forty (40) hour weeks shall be entitled to forty (40) hours of income of one hundred percent of his disability-date salary, and all other benefits paid by the City during normal employment, except annual leave and sick-leave accrual. At the end of the

employee entitlement to 100% salary as described in this subsection, the employee shall receive 70% of his disability-date salary until the employee returns to work or until Separation, up to a maximum time of six (6) months. Accrued sick and annual leave can be used to make up the balance of the 30% of the disability-date salary. Thereafter, ~~if~~ an employee is separated because he is unable to return to work, worker compensation benefits shall be determined pursuant to Florida Statutes, not inconsistent with the benefits provided herein.

~~d. A fire department employee and member of this bargaining unit, described in (a), (b) or (c) above, shall be entitled to a continuation of an income at the appropriate percent of his disability-date salary and all other benefits paid by the City during normal employment, except annual leave and sick leave accrual as discussed in (a), (b) or (c) above., for an additional three (3) months, upon review and approval of the Disability Panel.~~

If the employee is not able to return to work at the end of six (6) months ~~(nine (9) months if extended by the Disability Panel)~~ the City Manager may terminate said employment and the employee's position may be filled by the City. The employee will be placed on a guaranteed rehire list as provided by F.S. 440.211 or otherwise modified herein. His/Her income and benefits as set forth above will continue as provided by worker's compensation statutes. However, if the employee is able to return to work, to perform previous duties, at any time within one hundred four (104) weeks of disability, he will be entitled to rehiring at the same grade and salary within the fire department. At any time after the one hundred four (104) weeks of temporary disability benefits, if the employee is able to return to work, the City acknowledges a good faith obligation to rehire said employee pursuant to provisions of F.S. 440.211, with the provision that the good faith available work will be within the City of Key West. The City agrees to process separation papers and associate termination pay in an expedited fashion upon expiration of periods discussed in this subsection.

1. The City disability payments shall consist of the difference between all other city-supported disability income payable to the employee and his disability-date salary, plus health insurance benefits. City-supported disability income shall include but not be limited to income from social security, retirement pension, disability pension or other applicable local, state and federal sources. The disability-date salary shall be recomputed on October 1 of each year to reflect upward or downward changes as provide in Article16.

2. The maximum City Disability Payments and all other city-supported disability income shall not exceed the disability-date salary plus health insurance benefits of the employee.

3. The employee shall have been examined by one or more physicians and found to be disabled as defined in Section 2 (b).

4. The employee's disability shall have been determined to be service-connected by the disability panel and not due to: intentional self-inflicted injury; commission or attempt to commit by the disabled employee an unjustified or criminal assault, battery, or felony; intoxication; gross negligence; or any other misconduct causing · the employee's disability. "Misconduct is defined to be that conduct, which, in the determination of the disability panel, is a substantial deviation from the departmental rules and regulations, the orders of the employee's supervisor, or other rules applicable to the course of conduct of the employee in the pursuit of his employment, and which is the proximate cause of the disability.

5. Where a pre-existing condition, not attributable to or caused by a service-connected injury while serving as an employee of the Fire Department, is accelerated or aggravated by accidents arising out of and in the course of employment, only the acceleration or aggravation of disability reasonably attributable to the accident shall be considered.

6. Any high hazard employee, as defined by Chapter 122 of Florida Statutes who incurs a disability for which benefits under this division or the Florida Statues are payable, shall have the option of electing to choose which benefits he shall receive. Exercise of this option must be made by the employee in writing prior to the earlier date on which he would be entitled to benefits under either this division or the Florida Statutes.

7. The bargaining unit member employee who is injured or killed in the line of duty shall be entitled to all the benefits provided for in Florida Statutes Chapter 440, which have not otherwise been the subject of this collective bargaining agreement if light duty is available in the fire department and the employee is able to perform the light duty based on a physicians' certification, the employee may be required to work. Under no circumstances shall the combined worker's compensation duty period and the light duty period exceed the time period provided for in Section 3 (e), which is still subject to stipulation outlined in this section. The Chief or his designee's determination of light duty assignment will be based on department needs at that time. The Chief or his designee must approve all light duty assignments. An employee may only be placed in a light duty assignment upon written release from the employee's authorized treating worker's compensation physician ~~or the City's designated physician,~~ documenting

that the disability is temporary and that the employee is able to regularly perform the duties of the assignment. An employee who is placed in a light duty assignment is required to report to the light duty assignment. It is understood that an assignment to other work for the period of temporary disability shall be considered only a temporary reassignment with full retention of rights and benefits under this Agreement, and shall not be considered a reclassification for purposes of pension accrual.

SECTION 4: ADMINISTRATION

~~The disability panel shall administer all matters arising under this contract pertaining to the 3 month extension described in section 3 (d) above or otherwise specifically provided for herein.~~ The City and Division of Worker's Compensation of the Department of Labor shall administer all ~~other~~ worker's compensation matters arising under the Workers Compensation Statute, Chapter 440 of the Florida Statutes.

~~a. The disability panel, on its initiative or upon the request of the employee, shall arrange for such physical examinations as are considered necessary, and shall determine an employee's eligibility for the benefits provided herein.~~

~~b. The panel will guide the disabled employee in the full and continuing use of available vocational rehabilitation services.~~

~~c. When placed in employment (rehired) in a position outside of the bargaining unit, the employee shall serve a normal probationary period.~~

~~d. An employee who is granted social security or other benefits will be paid the difference between the employee's regular rate of pay for the hours the employee would otherwise have been regularly scheduled to work and those benefits for the applicable period of the employee's disability. Employees receiving benefits under this Article in excess of 30 days shall not accrue sick and annual leave benefits.~~

~~e. Failure of an employee to submit to physical examinations or refusal to make use of vocational rehabilitation service shall result in automatic and permanent forfeiture of all benefits of this collective bargaining agreement subject to the dispute resolution and appeal provisions of the Florida Workers Compensation Statute.~~

~~f. Recipients of Disability Payments under this program shall immediately report all changes in income from secondary employment and other city supported disability payments to the panel. Failure to provide such information when requested shall be cause for termination of benefits, subject to the dispute resolution procedures and rights of appeal under the Florida Workers Compensation Statute.~~

~~g. Recipients of Disability Payments may be required by the panel to submit annual Federal income tax returns or such other proof of income as may be acceptable to the City. Failure~~

~~to provide such information when requested shall be cause for termination of benefits, subject to the dispute resolution and appeal procedures provided by the Florida Workers Compensation Statute.~~

~~h. Employees shall actively seek pension, social security, and other benefits. No employee shall receive pay under this provision when the employee fails to actively seek pension, social security and other benefits, subject to the dispute resolution and appeal procedures of the Florida Workers Compensation Statute. The Human Resource Director or his designee will assist employees' benefits in seeking Social Security and other benefits.~~

~~i. Application for consideration under this plan may be initiated by the employee, his/her department head, or the disability panel on forms provided by the City.~~

~~j. When an employee is injured in the line of duty, he/she shall, for reporting purposes, be automatically placesd on a five (5) day, forty (40) hour week commencing at 8:00am on the day following the date of the injury. This section shall not be construed to increase or decrease take home pay except as provided in section 3.~~

~~k. If an employee is killed in the line of duty, the City shall pay to the beneficiaries the employee's accumulated severance pay. The spouse and dependents of the employee will be entitled to the benefits provided by the Workers Compensation Statute, F.S. 440.~~

SECTION 5: SICK LEAVE

An employee who suffers a service-connected disability shall not use or be charged sick leave if he is granted disability leave or Disability Payments except as provided herein. Entitlement to disability leave or Disability Payments will be decided on within 7 days of the injury and notice of that decision will be given immediately to the affected employee.

SECTION 6: ELIGIBILITY

a. It is the intent of this agreement that any Fire Department employee who is a member of this bargaining unit with a service-connected disability as of the effective date of this division shall be eligible for consideration for benefits hereunder.

b. An employee injured in the line of duty and other work related injury shall report said injury at the time of the occurrence to the employee's immediate supervisor pursuant to City policy. Failure to immediately report as soon as possible a line of duty injury will be managed according to the rules established under the Workers Compensation Statute. F.S. 440. If the employee is unable to report the injury, his/her immediate supervisor will report the in-the-line of duty injury to Fire Department, Management, City Management, Human Resources or Risk Management.

~~c. An employee who is injured in the line of duty shall have the right to select any qualified physician who is certified by the City under the Workers Compensation statute, F.S. 440. Approval will not be unreasonably withheld. The choice shall be made by the injured person, or if the condition prevents him from making such choice, by his family. The physician originally selected by the employee may be changed upon notice and prior approval of the City.~~

c~~d~~. Any employee injured in the course and scope of employment shall be examined every twenty (20) working days by the worker's compensation authorized ~~employee's chosen~~ treating physician., ~~upon the consent of the disability panel, or one selected by the panel. The doctor shall determine whether the employee is able to return to regular duty. In the event the employee fails to return to duty due to a disagreement between the medical doctor for the employee and the medical doctor for the panel, then the dispute will be resolved within the dispute resolution procedures provided for in the Workers Compensation Statute, F.S. 440.~~ The City agrees to file this agreement with the Division of Workers Compensation of the Department of Labor and Employment Security, pursuant to Florida Statute Chapter 440, the Workers Compensation Statute.

ARTICLE 20

DEATH IN THE FAMILY

In the event of a death in the immediate family of an employee, the Fire Chief shall grant leave with pay to the employee. In no case shall the leave of absence exceed two (2) working days. However, up to and including one (1) additional day travel time may be granted for out-of-state deaths. To attend a funeral, for other than immediate family, up to four (4) hours leave may be granted. The term "immediate family" shall include:

Parent	Brother
Grandchild	Mother-in-law
Grandparent	Spouse
Child	Dependents (live in)
Sister	Step-Children
	Father-in-law

It is agreed and understood that utilization of leave for other than immediate family shall not result in an overtime situation being created for the fire department.

ARTICLE 21

APPENDIXES AND AMENDMENTS

All appendixes and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all provisions of the Agreement

ARTICLE 22

SAFETY AND HEALTH

The employer shall be responsible for all types of safety equipment and practices. All employees may submit in writing to the Fire Chief or City Safety Officer any suggestion and/or opinion concerning the safety and health conditions at their respective fire stations. A written response shall be supplied to all employees within fourteen (14) days of receipt of this material.

The program for the replacement of bunker gear and personal safety equipment shall be continued. The Fire Chief or designee will seek, and seriously consider, recommendation from the Union for said replacement. The City will not create an undue delay in the replacement of such gear and equipment The City will meet all required laws and State standards.

All Fire apparatus shall carry five (5) self-contained breathing apparatus for all men on that particular vehicle. A "walkie-talkie" is to be issued and carried by each Captain answering a fire and/or any type of emergency call.

ARTICLE 23

DRUG TESTING

SECTION 1:

The parties agree that the City's revised Drug Free Workplace Policy, which is attached to the Agreement as Attachment C, will apply to all members of the bargaining unit effective upon ratification or City Commission imposition of this Agreement, subject to the modification set forth in this Article.

SECTION 2:

Fitness of Duty Examinations - The Parties agree that there shall be no routine fitness for duty medical examinations and/or drug testing included as a part of that examination, for the duration of this Agreement. The City reserves the right to require individual employees to submit to a fitness for duty medical examination for reasons that are job related. In the event that employees are required to take a fitness for duty medical examination they will not be required to submit to drug or alcohol testing unless the City has reasonable suspicion of drug or alcohol use as described in Section 11.6.2 of the Drug Free Workplace Policy.

SECTION 3:

Confidentiality- All drug testing shall be done in accordance with confidentiality procedures outlines in section 440.102(8), Florida Statutes. All urine and blood test results performed hereunder will be considered medical records and held confidential.

All individuals and entities involved in or associated with the drug testing and their agents may not release any information concerning drug test results obtained pursuant to the drug testing without a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken from job action by the employer or denial of benefits under the workers compensation agreement and statute. The consent form will fully advise the employee of the information to be disclosed, the name of the person who is authorized to obtain the information, the purpose of the disclosure, and the duration of the consent.

Any results of positive testing, which the Employer later determines have been refuted, shall have affixed thereto the subsequent refutation.

Tests shall only be performed for drugs defined in III (D) hereof and the laboratory shall only report on the presence of these substances.

Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the MRO, or until any legal case or administrative appeal is settled. During the 180 day period after written notification of the positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's expense, at another laboratory, licensed and approved by the State of Florida.

SECTION 4:

Titles-Where appropriate throughout the Policy, the "Department Director" shall mean "Fire Chief".

SECTION 5:

Reasonable Suspicion Report Procedure - 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 the suspect employee's higher ranking officer on duty, the Director of that Department, or that Director designee; and provide notice to the City Manager not later than 48 hours (excluding weekends and holidays) following the initial report.

The officer on duty receiving such a report must report the same to the Shift Commander. When a Shift Commander, or higher ranking officer, has a reasonable suspicion based upon objective factors which is supported by at least one other member above the rank of a firefighter that the employee has possession, is under the influence of, or is using, dispensing or selling any illegal drug or controlled substance which is not prescribed by a licensed physician while on duty, or that the employee is abusing illegal drugs and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public, that officer will report the same to the Fire Chief or his designee. The Fire Chief shall report the same to the City Manager by written report confirming or dismissing same.

If the Fire Chief or his acting designee, 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 the Fire Chief, his or her designee or by the Assistant City Manager or City Manager. The .order for an employee to submit to reasonable suspicion testing will be made by the Fire Chief or his designee.

The City must document, in writing, the circumstances which formed the basis of its reasonable suspicion testing prior to issuing an order for testing.

One copy of the document shall be given to the bargaining unit employee before he is tested. The affected bargaining unit employee shall be allowed enough time to be able to read and understand the entire document.

Employees shall be transported to the specimen collection site by a Captain or Watch Commander. When requested by the Employee, a Union Representative shall be allowed to accompany the employee to the test and observe the collecting, bottling and sealing of the specimen.

ARTICLE 24

VACANCIES AND PROMOTIONS

All vacancies and promotions will fill in accordance with the rules and regulations of the Civil Service Board of the City of Key West and the Policies and Procedures of the City of Key West except as modified herein.

All current positions from Engineer up to and including Shift Commander, shall be filled from within the ranks of the department, and provided such positions are filled by qualified members from within the ranks of the department.

The intent of this provision is to provide an open avenue for advancement and to encourage promotion and salary increases for members of the Union.

It is the City's policy to promote from within whenever possible, and the City will make a good faith effort to fill positions above the rank of Shift Commander from within the ranks of the department. It is understood that the City shall set the promotional criteria for these position.

It is understood that the determination of inclusion/exclusion in the bargaining unit is the exclusive right and duty of PERC.

If the creation of a new position will impact upon the working conditions of bargaining unit members, said conditions shall be negotiated. If there is no impact upon working conditions, the position shall be filled as determined by the Fire Chief/designee.

a. Promotion to Engineer: The City Manager or designee shall select and promote to Engineer from a list furnished to him of all eligible candidates who have passed the Civil Service promotional examination for Engineer and meet all the requirements as to time in rank (three (3) years). The time in rank requirement, upon written request by the City Manager or designee, shall be waived and a new examination given if after the promotional examination is given there are less than three (3) candidates to choose from. The City Manager or designee shall not be restricted to any part or portion of the list and shall be allowed to select from the entire list of all candidates who have passed.

b. Promotion to Captain: The City Manager or designee shall select and promote to Captain from a list furnished to him/her of all eligible candidates who have passed the Civil Service promotional

examination for Captain and meet all the requirements as to time in rank (three (3) years). The time in rank requirement, upon written request by the City Manager or designee, shall be waived and a new examination given if after the promotional examination is given there are less than three (3) candidates to choose from. The City Manager or designee shall not be restricted to any part or portion of the list and shall be allowed to select from the entire list of all candidates who have passed.

The Testing Authority shall be the Civil Service Board of the City of Key West. The materials used for such testing shall be comprised only of materials which are provided and made available to the employee, and shall consist of only those technical or fire related courses relating to the duties of the position, as determined by the Fire Chief or designee, in consultation with the Civil Service Board.

It will be the responsibility of the employee to attend any technical course included in the testing procedure. If the employee does not attend the course when provided by the City, it shall be the responsibility of the employee to attend the course elsewhere, at his/her expense. Time off to attend such a course will be provided, if, in the determination of the Fire Chief or designee, such time off will not result in a scheduling problem, and no overtime is incurred.

Testing Parameters:

Frequency of Testing: Promotional examinations shall be given on a semi-annual basis. A specific date for such testing shall be selected by the Civil Service Board. A test date need not be set if:

There are no persons eligible for testing by the test date, and

There are no requests for testing from those eligible to re-test.

If a special testing date is required for any reason, all eligible members may test on this date for any promotional roster.

Time in Rank: A Firefighter must be in good standing and have successfully completed three (3) years of service to be eligible to take the promotional examination for Driver/Engineer. A Driver/Engineer must be in good standing and have successfully completed the probationary period to be eligible to take the promotional examination for Captain.

Once an eligible member has successfully passed the promotional examination, member will be placed on an eligibility list and will not be required to repeat the promotional examination.

ARTICLE 25

PERSONNEL REDUCTION

In the case of a personnel reduction, the rules and regulations of the Civil Service Board and the Policies and Procedures of the City of Key West will be adhered to. Notwithstanding the provisions of Section 3 (Management Rights), the Employer will make every effort not to reduce or abolish salaries, ranks below the ~~current~~ manning level for fire protection services noted in Article 35, Section 2 and will, to the extent possible, keep vacancies filled and provide a minimum level of staffing of paid professional firefighters equal to or greater than the ~~current~~ budgeted level in place for fire protection services prior to the commencement of ALS Rescue Services in 2015. The Employer agrees not to contract with other entities for fire protection services unless a state of emergency exists. However, consistent with Article 3, the City shall maintain the management right to subcontract, in whole or in part, the ALS Rescue Services that commenced in 2015, which may result in personnel reductions when the level of ALS Rescue Services is reduced or eliminated by any such subcontract. The Employer agrees not to organize, train nor utilize a volunteer firefighter unit in an attempt to reduce, replace or augment the current bargaining unit.

ARTICLE 26

GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation of the contract (Agreement) and shall be settled in the following manner:

Step 1: The employee shall discuss the matter, within 3 business days of the Employee becoming aware of the grievable matter, openly and frankly with the immediate supervisor, who shall provide an immediate decision, allowing a maximum of 3 business days. If the employee is not satisfied with the decision rendered by the supervisor, said employee may make an appeal to the Union Grievance Committee. This appeal must be made within 3 business days of the supervisor's decision. The appeal shall be made in writing and shall be prepared jointly by the employee and the supervisor on the City form HRF-9. A copy shall be given to the employee upon completion.

Step 2: The Union Grievance Committee, upon receiving a written appeal, shall determine if a grievance exists. If, in their opinion no grievance exists, no further action is necessary. However, any employee covered by this agreement may process the grievance unassisted. A grievance is to be reviewed by the Grievance committee made up of Union members. The grievance is reviewed by the Grievance Committee using the following criteria:

Matter is covered by the contract.
Matter is grievable under the contract.

If the grievance is not covered by the contract and it is grievable, it may be filed under Civil Services.

Step 3: For those grievances meeting the criteria, the Chief of the Fire Department or designee shall arrange a meeting within 3 business days with the employee's supervisor, employee and union representative. If the Chief is also the employee's immediate supervisor, then Step 1 will be the responsibility of the Chief, Step 3 will be omitted and Step 4 will be initiated.

Step 4: If the matter is still not satisfactorily settled, the employee shall, within 5 business days, submit a copy of the original HRF-9 which contains in writing the complaint or problem and action taken up to the time of submission, to the City Manager or designee. The City Manager shall have 5 business days to hold a meeting with the Chief, employee and union representative; the Human Resources Director will act as recording secretary. A written decision shall be rendered within 10 business days of said meeting.

Step 5: If a satisfactory resolution is not reached at the City Manager level, the matter shall be within 5 business days, submitted to arbitration by the employee for adjustment. The arbitration shall be scheduled and conducted under the rules as per State Statute. The Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. The employee may, at any time, elect to withdraw the grievance.

ARTICLE 27

FIREFIGHTERS PENSION AND RETIREMENT PLAN

1. Except as provided for below, the City will maintain the existing pension ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this *Agreement*.

~~The current pension plan will remain in effect, with City contribution levels remaining the same. See side letter included with this Agreement~~

2. The City's Fire Pension Plan ordinance shall be changed to include a military buy-back option and prior fire service buy-back option that will provide eligible Members of this bargaining unit the opportunity to buy-back pension credit for up to five (5) years of military service or pension credit for up to five (5) years of prior fire service, provided the eligible Member has not received and will not receive any other pension or retirement benefit from another plan based on that prior military **or** fire service, and provided the eligible Member shall timely pay one hundred percent (100%) of the full/total actuarial costs and any related fees of any such buy-back pension credit, so that any pension credit obtained through these buy-back options shall not cost the City or the Pension Plan any money. Additional requirements of any such military and/or fire service buy-back options shall be included in the ordinance language agreed by the Parties, which shall include, among other things, for example, language to ensure that this buy-back pension credit time cannot be used to meet vesting requirements; and the buy-back pension credit time must be timely paid in full by the Member before retirement, based on lump sum or a required payoff schedule, and that the buy-back pension credit benefits must be consistent with any/all requirements of Chapter **175**, Florida Statutes, etc.

3. The parties agree that they have reached mutual consent/agreement for the use of premium tax revenues received from the State under Chapters 175 and 185, Florida Statutes, in Section 46-327 of the City Code of Ordinances through the City of Key West Police Officer's and Firefighter's Retirement Fund Share Plan (Share Plan). Under the terms of the Share Plan, the non-dedicated premium tax revenues received by the City from the State each fiscal year that are determined to be "available funds" are allocated to qualified participants via the Share Plan provisions in Section 46-327.

ARTICLE 28

INSURANCE

1. The Employer agrees to provide health and accident insurance coverage as provided in the City's comprehensive health care policy, including major medical, dental and optical, for regular full time employees subject to the following.

   a. The premium paid by the City shall be the full single coverage premium for the employee, including any increase in premium imposed during the term of this contract for all employees hired on or before the ratification date of this Agreement by both parties.
   b. Eligible employees hired on or after October 1, 2010, will be eligible for health, dental and optical coverage beginning the first of the month following 60 days of employment.
   c. New employees hired on or after the ratification date of this Agreement by both parties will pay $25.00 per pay period for single health coverage.

2. The City shall continue to pay $155.00 for dependent coverage; the employee shall absorb any future increases to dependent coverage. Dependent coverage shall be paid in full by any employee hired on or after December 1, 1990. Any employee who was hired prior to December 1, 1990, shall be considered "Grandfathered" and shall continue to be eligible for dependent coverage during the term of this Agreement, however, the City shall only pay $155.00 towards such dependent coverage and the employee shall pay the difference, if any.

ARTICLE 29

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any Court action or by reason of an existing or subsequently enacted legislation the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 30

HOURS OF WORK AND OVERTIME

The regular duty hours shall be an average of fifty six (56) hours per week, twenty-four (24) hour shifts, twenty-four (24) hours on duty, forty eight (48) hours off duty. These hours are a combination of an average of fifty hours worked per week and 6 "Kelly" hours per week. Overtime pay of time-and-a-half (1 1/2) shall be paid for all hours worked in excess of five (5) 24 hours per shift, per two-week pay period, in quarter hour increments. Overtime shall not be paid for those substitutions mutually agreed to by the employees, and approved by the Fire Chief/designee. Overtime pay will be paid bi-weekly. Sick leave, Annual leave, Holiday, Paid Administrative leave, and any other approved absence, shall not be computed as hours worked for computation of overtime pay in accordance with FLSA.

ARTICLE 31

HOLIDAYS

1. The City of Key West agrees that employees shall receive overtime pay for any hours worked on the following holiday (the actual CALENDAR date of the holidays):

New Years' Day	Memorial Day	Veterans Day
M.L. King's	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Day after Thanksgiving
Easter	Columbus Day	Christmas Day

2. The accrual of all "personal leave days" will cease effective September 30, 2015. The four (4) personal days will be bought back by the City, effective October 1, 2015 at 75% of the value from all fire employees and that value will be added to employees' base salary in each pay step, starting at the second (2nd) step of the pay plans, effective in the first full pay period on or after October 1, 2015. Each personal leave day already used on or after October 1, 2015 shall be converted to the use of the equivalent of one sick leave day. Firefighters hired between 10/1/2014 and 9/30/2015 will start receiving the value of this personal leave by-back on their anniversary date when they move to the second (2nd) step of the pay plan.

~~Four (4) personal leave days will be granted to the employees covered during the term of this Agreement and the days taken will be at the option of the employee with the approval of the Fire Chief. A disapproval will be placed in writing stating the reason therefore. All personal days are granted on a strict "use it or lose it" basis. It is agreed that the use of personal days shall not result in an overtime situation being created for the department.~~

3. Each employee will be further entitled to twelve (12) "Kelly" or "compensatory" days per year taken as scheduled by Fire Chief/designee. The "Kelly" day represents compensatory time for each employee working an average of fifty-six (56) hours per week, as referenced in Article 30, effectively reducing the Employer's overtime expense.

ARTICLE 32

ALLOWANCES

1. A bi-weekly allowance of $39.23 is granted employees covered by this Agreement for the purpose of maintenance of uniforms. A regular work uniform consist of those items, garments (colors and types) as determined by the Fire Chief or designee. The employer shall provide four (4) such uniforms and one set of accessories that shall include a light winter jacket, black belt, black shoes, name plate, badge and collar pins for each person covered by this Agreement.

The employer shall replace uniforms and accessories damaged in the course of duty or those in need of replacement due to normal wear.

City issued equipment damaged or destroyed as a result of employee negligence or misconduct shall be replaced at employee expense in addition to disciplinary action as appropriate as per the rules and regulations of the department.

Effective October 1, 2005, the City shall provide one class A dress uniform consisting of bellcap, shirt, pants, jacket, shoes, badge to an honor guard of fifteen (15) employees selected by the Union, subject to approval by the Chief.

2. It is management's right to determine the necessity and appropriateness of automobile and gasoline allowances, based on usage.

ARTICLE 33

WORKING OUT OF CLASSIFICATION

An employee covered by this Agreement who is assigned and performs the duties of a higher ranking officer will be paid an additional five percent (5%), or the base pay of the rank in which he is acting, whichever is greater. Employees shall not be required to step up more than one grade. Employees shall not be mandated to act in a higher classification unless they have held their current classification at least six months.

Out of classification pay shall only be for those hours worked in and out of classification capacity.

ARTICLE 34

CITY COMMISSION MEETINGS

A copy of the agenda of the regular and special City Commission meeting will be sent to the President of Local #1424, International Association of Firefighters, prior to the meeting of the City Commission. In the event of a meeting which will not allow notification by mail, every effort shall be made to contact a Union official and inform them of such meeting.

ARTICLE 35

STAFFING

1. Management reserves all rights to determine staffing and deployment of fire personnel, as per the Charter of the City of Key West.

2. Except as provided in Section 3, t~~T~~he Employer agrees to use every reasonable effort to have four (4) combat personnel on duty per fire truck at the three (3) fire stations and two (2) combat personnel on the ladder truck or fourteen (14) combat personnel on duty per shift (City-wide) and one (1) Shift Commander.

3. While the Fire Department continues to provide ALS Rescue Services, the City agrees to use every reasonable effort to have nineteen (19) combat personnel on duty per shift (City-wide) and one (1) Shift Commander. The five (5) additional personnel will be used to staff the three (3) Rescue Units. Each Rescue Unit will be staffed with one EMT-P, which shall include a Rescue Lieutenant (Equivalent to Driver/Engineer) who will be assigned to the Rescue unit at Station 1. A second employee with EMT-B certification will be assigned to the Rescue Units at Station 2 and Station 3.

4. It is agreed that Article 30 of this Agreement applies only to line functions (duties primarily involving fire suppression) and that staff functions, i.e., fire prevention, public education, etc. are exempt from the work hours as described in Article 30. Changes in hours and days of work for staff functions shall be recommended by the Fire Chief or designee, and shall be negotiated.

The assignment of fire department personnel from a line function to a staff function or from staff to line on a temporary basis, not to exceed 90 days unless mutually agreed upon, shall not be construed by the Union to be a violation of Article 12. The assignment of personnel to a staff function shall not in any way result in a reduction of gross pay. It further agrees that nothing contained in this section shall be used for the purpose of punishment, discrimination or injustice against the members of the Union.

ARTICLE 36

MAINTENANCE OF STATIONS

The Employer agrees that it will provide, at each of its Fire Stations, appropriated dining room furniture and enough chairs to accommodate the number of employees working at each station. Further, the Employer will provide a sofa, chairs, and air conditioning for employee living areas in each of its stations. The Employer shall also provide the utensils, pots, pans, and small appliances (i.e., toaster, electric can opener, blender, coffee maker) needed for preparation and serving of food for each Watch and Station.

The Union may submit, at budget preparation time, a list of recommended replacement items, for the consideration of the Fire Chief or designee.

As their conditions warrants, as determined by the Fire Chief/designee, the bedding (mattresses and box springs) for each station shall be replaced.

ARTICLE 37

ADVISORY COMMITTEE

1. It is agreed that there is hereby established a joint advisory committee, which shall consist of no more than a total of six (6) members from the IAFF bargaining unit and the City Manager or designee. Membership shall consist of persons from within this bargaining unit job classifications, and shall be on a rotating basis. Everyone who wishes to attend will ultimately do so, with a list being kept by the officers so that everyone gets an opportunity to attend. A list of bargaining unit attendees shall be given to the City designee at least one hour before the meeting, so as to allow for proper seating arrangements to be made. At least one officer shall be present at each committee meeting. The Manager may designate someone to fill in for him/her but it must be someone from outside the bargaining unit.

2. The advisory committee shall meet no less than on a quarterly basis, by mutual consent, and meetings may be held between the hours of 8:00a.m. and 5:00p.m., Monday through Friday, or at another time mutually agreeable to both the Union and 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 the purpose. Attendance for a meeting outside the 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, upstairs, City Hall.

ARTICLE 38

EXCEPTIONS TO AGREEMENTS

The parties hereto agree that this Agreement is the entire agreement between the International Association of Firefighters, Local #1424, and the City of Key West, Florida and except as provided within specific Articles, that all collective bargaining negotiations are hereby concluded for its duration. The parties may by mutual written agreement reopen negotiations on any issue. This Agreement supersedes all previous agreements, amendments thereto, and letters of understanding.

ARTICLE 39

TERMS OF AGREEMENT

1. This Agreement except as provided below, shall be effective upon ratification of the Parties, and shall remain in full force and effect until and including September 30, ~~2015~~ **2018**.

2. Unless amended by mutual agreement, the Union shall notify the City, in writing, between February 1 and March 1, ~~2015~~ **2018**, of its readiness to start negotiations, and shall submit, in writing, any proposed additions, revisions, modifications or deletions.

3. The City shall, within thirty (30) days of notification (in #2) advise the Union of the date for the opening of negotiations, and shall submit to the Union, in writing, Employer proposed additions, revisions, modifications or deletions.

SIGNED THIS ~~14th~~ 2 DAY OF ~~NOVEMBER, 2012~~ DECEMBER, 2015

CITY OF KEY WEST

Jim Scholl – City Manager

Greg Veliz – ACM

Sarah Hannah-Spurlock – ACM

Samantha Farist – HR Director

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1424

Jason Bogoeff – President

ATTACHMENT A - JOB DESCRIPTIONS

FIREFIGHTER

DRIVER/ ENGINEER

RESCUE LIEUTENANT

FIRE INSPECTOR

CAPTAIN

SHIFT COMMANDER

	CITY OF KEY WEST Job Description	UNION, NON-EXEMPT POSITION	
		DATE OF REVISION	12/1/2010
POSITION	FIREFIGHTER	ANNUAL SALARY	Step Plan
DEPARTMENT	FIRE 22-01-522		
JOB CODE	10033	GRADE	F21

PHYSICAL LOCATION:
- Any of the Fire Stations

REPORTING RESPONSIBILITIES:
- Captain or Watch Commander

GENERAL FUNCTIONS:
- This is general fire fighting work in combating, extinguishing and preventing fires. Work involves responsibility for the performance of strenuous work of a specialized nature in combating, extinguishing, or preventing fire, often under hazardous conditions. Specific orders and directions are received from a superior officer, but the work requires a knowledge and understanding of fire fighting methods and techniques, which is gained by certified training and experience. Difficult and hazardous work is performed under the immediate supervision of a superior officer, but the employee may be called upon to fight minor blazes and small fires without direct supervision.

ESSENTIAL FUNCTIONS (Without Accommodations):
- Able to read, write, speak and understand English well enough to operate in emergency conditions without becoming confused.
- Physically able to perform strenuous work of a specialized nature directed at extinguishing and preventing fire in hazardous conditions.
- Able to use equipment and/or materials as specified in this job description.

EQUIPMENT TO BE USED:
- All fire fighting tools and equipment

ENVIRONMENT:
- Inside station and outside in all types of weather conditions.

PHYSICAL REQUIREMENT:
- Standing 40%
- Climbing 10%
- Bending 10%
- Reaching 10%
- Swimming 10%
- Sitting 10%
- Walking 10%

DUTIES/TASKS/JOBS:

- Responds to fire alarms with a fire company; lays out and connects hose; holds nozzle and directs water or foam at the blaze; climbs ladder, uses chemical lines and extinguisher, axes, claw tolls, ceiling hooks and other equipment.
- Makes opening in burning building for ventilation and entry; removes persons from burning or danger areas; prevents the spread of fire and protects property from damage by water or other fire fighting materials.
- Administers first aid to persons suffering from shock, injury or suffocation, extricates trapped persons.
- Performs routine housekeeping duties at a fire station, such as cleaning walls, windows, and floors; cares for, maintains and tests apparatus and equipment; makes minor repairs to the station and maintains grounds.
- Participates in company drills on such subjects are fire fighting methods, equipment operation, first aid and street and hydrant location.
- Performs fire department or fire service related work as required.
- Maintains, throughout employment with City, both Firefighter and Emergency Medical Technical certification.

REQUIRED KNOWLEDGE/ SKILLS/ ABILITIES/ QUALIFICATIONS:

- Able to use fire fighting tools and equipment.
- Able to perform under stress in emergency conditions.
- Able to take and follow direct orders
- Able to present a well groomed appearance
- Able to pass physical agility test
- State certified firefighter
- State certified EMT license
- High school or equivalent diploma
- Must possess and maintain a valid Florida's drivers license
- Must be resident of Monroe County, Florida

Periodically Fire related duties, equipment, material, and/or job setting(s), other than those listed, are required to perform this job and will be considered as part of the regular job while in effect.

The listing of tasks is in no way to be considered a complete listing of all possible tasks, nor is the requirement for an ability or skill a guarantee that the ability or skill is going to be used.

_____, **have read this job description and hereby agree with the above noted "Acknowledgements", that I meet the requirements and qualifications and if hired, can perform these and related duties as assigned. I further affirm that I understand this job description may be amended in times of emergency, as is the right of the City.**

_____ _____

Applicant Signature **Date**

THE CITY OF KEY WEST IS AN
EQUAL OPPORTUNITY AFFIRMATIVE ACTION
VETERANS PREFERENCE EMPLOYER
& A DRUG-FREE WORKPLACE
Apply at:
City Hall, Office of Human Resources
3102 Flagler Avenue
Key West, FL 33040
Office Telephone: (305) 809-3714

Rev: 12/9/10

	CITY OF KEY WEST Job Description	Union, Non-Exempt Position	
		DATE OF REVISION	10/1/07
POSITION	DRIVER/ENGINEER	ANNUAL SALARY	Step Plan
DEPARTMENT	Fire (22-01-522)		
JOB CODE	10234	GRADE	F31

PHYSICAL LOCATION:
- Any of the Stations

REPORTING RESPONSIBILITIES:
- Captain or Watch Commander

GENERAL FUNCTIONS:
- This is specialized fire fighting work in driving, maintenance and operating heavy fire fighting apparatus. Employees are responsible for safely driving fire fighters apparatus en route to and from alarms and for the efficient operation of pumps at the scene of the fire. Although the operation of equipment is the most difficult and responsible part of the work, a large part of the time is spent in study, inspection and maintenance of apparatus operated, and in cleaning well defined routine and supervision is received from department superiors.

ESSENTIAL FUNCTIONS (Without Accommodations):
- Able to read, write speak and understand English in order to perform duties of this description
- Physically able to perform strenuous work of a specialized nature directed at extinguishing and preventing fire in hazardous conditions.
- Able to use equipment and/or materials as specified in this job description
- Have a safe driving record

EQUIPMENT TO BE USED:
- All fire fighting tools, equipment and drive and operate a fire truck

ENVIRONMENT:
- Inside station and outside in all types of weather conditions.

PHYSICAL REQUIREMENT:
- Standing 40%
- Climbing 10%
- Bending 10%
- Reaching 10%
- Swimming 10%
- Sitting 10%
- Walking 10%

DUTIES/TASKS/JOBS:

- Drive fire pumpers and trucks to scene of fire and prepares for pumping operation by seeing that hydrant connections are made; pumps water to fire at a designated pressure and sees that suction hose and fire hose are properly located; watches condition of motor and unit during operation and makes necessary adjustments or change.
- Operates all apparatus and equipment in Fire Department, as appropriate.
- Shall perform fire fighting duties as required
- Participates in fire drills and attends classes in firefighting, hydraulics, pump operations and first aid.
- Checks engine daily and inspects pumping equipment; cleans equipment after returning from a fire.
- Assists in keeping fire station in a clean and orderly condition.
- Performs fire department or fire service related work as required.

REQUIRED KNOWLEDGE/ SKILLS/ ABILITIES/ QUALIFICATIONS:

- Thorough knowledge of modern fire fighting principles, practices and procedures including a working knowledge of hydraulics and fire pumps.
- Thorough knowledge of and skill in the operation and maintenance of the various types of apparatus and equipment used in fire fighting activities.
- Knowledge of the physical layout of the City including the fire hydrants and street system.
- Knowledge of fire department rules and regulations; knowledge of first aid principles and skill in their application.
- Ability to react quickly and calmly in emergency conditions.
- Ability to operate heavy fire apparatus safely and efficiently.
- Ability to make mental calculations of engine pressures required for necessary hook-ups.
- Extensive experience in fire fighting work required.
- Graduation from a standard high school or GED required.
- Previous experience in operating heavy fire equipment and related equipment required.
- Ability to assume the role of watch officer, if necessary, required.
- Safe Driving record required
- Completion of courses in fire pumps, fire stream hydraulics, or any other courses relation to fire-pump Operations desirable.
- Completion of supervisory courses (Fire tactics, company officer) desirable.
- Florida State Fire Inspector certification desirable.
- Florida State Emergency Medical Technician certification desirable.
- Three (3) years as a firefighter in the Key West Fire Department.

Periodically Fire related duties, equipment, material, and/or job setting(s), other than those listed, are required to perform this job and will be considered as part of the regular job while in effect.

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_____ _____

Applicant Signature **Date**

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3012 Flagler Avenue
Key West, FL 33040
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	CITY OF KEY WEST Job Description	Union, Non-Exempt Position	
		DATE	02/2015
POSITION	Rescue Lieutenant		
DEPARTMENT	Fire (22-01-522)	ANNUAL SALARY	STEP PLAN
JOB CODE	44125	GRADE	F31

PHYSICAL LOCATION:

- Any of the Stations

REPORTING RESPONSIBILITIES:

Captain, Watch Commander, or Division Chief as appropriate

GENERAL FUNCTIONS:

- This is specialized firefighting and Emergency Medical Services (EMS) work supervising activities of all EMS operations. Employees are responsible for safely managing EMS personnel, equipment, and supplies. Although the operation of EMS is the most difficult and responsible part of the work, a large part of the time is spent in study, inspection and maintenance of EMS units operated. This position will include responding to emergency medical calls to provide treatment and transport as well as performing the role of incident commander on EMS calls as appropriate. This position will include the responsibility of ensuring all medical protocols established by the medical director are strictly followed and all Patient Care Reports are completed accurately and within an established time frame.

ESSENTIAL FUNCTIONS (Without Accommodations):

- Able to read, write speak and understand English in order to perform duties of this description
- Physically able to perform strenuous work of a specialized nature directed at extinguishing and preventing fire in hazardous conditions.
- Able to use equipment and/or materials as specified in this job description
- Have a safe driving record and valid Florida driver's license.

EQUIPMENT TO BE USED:

- All firefighting tools, EMS supplies, medications, equipment and drive and operate a fire truck and/or ALS transport unit.

ENVIRONMENT:

- Inside station and outside in all types of weather conditions.

PHYSICAL REQUIREMENT:

- Standing 40%
- Climbing 10%
- Bending 10%
- Reaching 10%
- Swimming 10%
- Sitting 10%
- Walking 10%

DUTIES/TASKS/JOBS:

- Operates all EMS units and equipment in Fire Department, as appropriate.
- Shall perform firefighting and EMS duties as required
- Participates in EMS presentations, take and provide training to further knowledge of personnel.
- Checks EMS units daily and inspects all medical equipment; cleans equipment daily, and after every patient contact.
- Assists in keeping fire station in a clean and orderly condition.
- Performs fire department or fire service related work as required.

REQUIRED KNOWLEDGE/ SKILLS/ ABILITIES/ QUALIFICATIONS:

- Thorough knowledge of modern fire fighting principles, practices and procedures including a working knowledge of hydraulics and fire pumps.
- Thorough knowledge of all Medical Protocols established by the Medical Director.
- Thorough knowledge of all Fire Department SOG's with emphasis on Medical Response.
- Thorough knowledge of and skill in the operation and maintenance of the various types of apparatus and equipment used in firefighting and EMS activities.
- Knowledge of the physical layout of the City including the senior centers, public housing, assisted living facilities and street system.
- Knowledge of fire department rules and regulations; knowledge of ALS principles and skill in their application.
- Ability to react quickly and calmly in emergency conditions.
- Ability to operate heavy fire apparatus and EMS units safely and efficiently.
- Extensive experience in EMS work required.
- Graduation from a standard high school or GED required.
- Previous experience in operating heavy fire equipment / EMS and related equipment required.
- Ability to assume the role of watch officer, if necessary, required.
- Safe Driving record required
- Completion of courses in Emergency Medical Technician Paramedic including ACLS.
- Completion of supervisory courses (Fire tactics, company officer) desirable.
- Florida State Fire Inspector certification desirable.
- Florida State Emergency Medical Technician Paramedic certification required.
- Three (3) years as a firefighter in the Key West Fire Department.

Periodically Fire and EMS related duties, equipment, material, and/or job setting(s), other than those listed, are required to perform this job and will be considered as part of the regular job while in effect.

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_____ _____

Applicant Signature **Date**

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City Hall, Office of Human Resources
3012 Flagler Avenue
Key West, FL 33040
Telephone (305) 809-3714 – Fax (305) 809-3719

	CITY OF KEY WEST Job Description	UNION, NON-EXEMPT POSITION	
		DATE OF REVISION	04/05
POSITION	FIRE INSPECTOR	ANNUAL SALARY	Step Plan
DEPARTMENT	FIRE 22-01-522		
JOB CODE	43165	GRADE	F32

PHYSICAL LOCATION:

- Fire Prevention Office

REPORTING RESPONSIBILITIES:

- Fire Marshal

GENERAL FUNCTIONS:

- This is specialized work in fire inspection of all buildings and promotion of fire prevention and investigation of all fires as to cause and to determine if an attempt of arson has been committed. Employees are responsible for inspecting all public buildings and places of assembly to insure safety from fire and to instruct owners and tenants as to special fire appliances needed and the locations of these appliances. Maintain records of all inspections, to ensure that records of all fire alarm systems are complete and accurate. Report all discrepancies and other information to fire marshal, as required by him. Enforce all regulations and codes of the City and State as pertains to fire and safety of the public. May also be used in combat division as required.

ESSENTIAL FUNCTIONS (Without Accommodations):

- Able to read, write speak and understand English in order to perform duties of this description
- Able to prepare all reports required by the City and State regulations.
- Able to use equipment and/or materials as specified in this job description
- Able to see and hear well enough to perform the duties of this job description

EQUIPMENT TO BE USED:

- All tools and equipment needed to perform this job
- Able to drive a city vehicle.

ENVIRONMENT:

- Inside office and outside in all types of weather conditions.

PHYSICAL REQUIREMENT:

- Standing 40%
- Climbing 10%
- Bending 10%
- Reaching 10%
- Swimming 10%
- Sitting 10%
- Walking 10%

DUTIES/TASKS/JOBS:

- Makes personal and thorough inspections of existing buildings; checking exits, extinguishes, trash accumulation, housekeeping, electrical hazards, storage of explosives and flammable liquids, etc.
- Assists in training of other personnel in arson detection, preplanning of fire operations, and other phases of fire fighting activities.
- Maintains up-to-date records of inspections, hazards, location of explosives and flammable liquids, storage, large amounts of flammable or toxic materials, etc.
- Promotes fire prevention programs at every opportunity; checks fire drills in all schools, assists school personnel, as applicable, to assure best method of fire prevention.
- Performs fire department or fire service related work as required.

REQUIRED KNOWLEDGE/ SKILLS/ ABILITIES/ QUALIFICATIONS:

- All knowledge and skills required of the job of firefighter.
- Knowledge of hazards and proper preventive method.
- Some knowledge of electrical equipment and wiring.
- Some knowledge of construction and good building methods.
- Ability to establish and maintain good working relations with fellow workers and public.
- Ability to prepare and present fire education programs to the public.
- Ability to instruct members of department in fire prevention and fire safety activities.
- Ability to prepare and present oral and written material pertaining to fire prevention and fire service activities.
- Considerable experience in firefighting work and graduation from a standard high school or G.E.D. equivalent required.
- Florida State Firefighter certification required.
- Florida State Fire Inspector certification required.
- Fire Safety Instructor certification desirable.
- Florida State Emergency Medical Technician certification desirable.
- A.S. Degree in Fire Science desirable.
- Completion of Fire Service Instructor's course (ffp2150), preferred.
- Completion of courses relating to fire service operations, fire prevention, fire service training and supervision desirable.
- Minimum 3 years with the Key West Fire Department.

Periodically Fire related duties, equipment, material, and/or job setting(s), other than those listed, are required to perform this job and will be considered as part of the regular job while in effect.

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Applicant Signature **Date**

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	CITY OF KEY WEST Job Description	UNION, NON-EXEMPT POSITION	
		DATE OF REVISION	11/2010
POSITION	CAPTAIN	ANNUAL SALARY	Step Plan
DEPARTMENT	FIRE 22-01-522		
JOB CODE	10017	GRADE	F41

PHYSICAL LOCATION:
- Any of the Fire Stations

REPORTING RESPONSIBILITIES:
- Shift Commander

GENERAL FUNCTIONS:
- This is supervisory fire fighting and fire prevention work as commanding officer of an assigned shift. Work involves responsibility for directing fire fighting work in combating, extinguishing, and preventing structural and flammable liquid fires and in training and supervising subordinate personnel in this activity. He has the additional responsibility for the training and discipline of the men on his shift and for the maintenance of the fire station, its apparatus and equipment. Work is performed as directed by the chief with considerable independence within general departmental rules and regulations. Supervision is received from the Shift Commander, who reviews work through periodic activity and reports and through personal conferences on unusual problems.

ESSENTIAL FUNCTIONS (Without Accommodations):
- Able to read, write speak and understand English in order to perform duties of this description
- Able to prepare all reports needed for that shift.
- Able to use equipment and/or materials as specified in this job description
- Able to see and hear well enough to perform the duties of this job description

EQUIPMENT TO BE USED:
- All fire fighting tools, equipment and any other equipment needed.

ENVIRONMENT:
- Inside station and outside in all types of weather conditions.

PHYSICAL REQUIREMENT:
- Standing 40%
- Climbing 10%
- Bending 10%
- Reaching 10%
- Swimming 10%
- Sitting 10%
- Walking 10%

DUTIES/TASKS/JOBS:

- Trains, supervises and directs subordinate fire fighting personnel on assigned shift in the extinguishing of structural, flammable liquid, and grass fires; directs the placing of fire fighting equipment and apparatus to allow for the effective and efficient extinguishing of fire and for the rescue of person who may be trapped or who are injured by fire.
- Directs the cleaning of quarters and of equipment and apparatus at the fire station on assigned shift, inspects personnel and maintains discipline; instructs and drills men in modern fire fighting methods.
- Maintains records and prepares reports regarding personnel, alarms, supplies and other matters relating to the department, on an assigned shift.
- Performs fire department and fire service work as required.

REQUIRED KNOWLEDGE/ SKILLS/ ABILITIES/ QUALIFICATIONS:

- Thorough knowledge of modern fire fighting principles, practices and methods.
- Considerable knowledge of the operation and maintenance of various types of apparatus and equipment used in fire fighting activities, together with the ability to supervise the effective use of such equipment and apparatus.
- Considerable knowledge of first aid principles and skill in their application.
- Thorough knowledge in instructing and training members of the fire department.
- Ability to maintain discipline and supervise the work of subordinate personnel.
- Ability to maintain accurate records and prepare clear reports.
- Ability to write and speak effectively.
- Physical strength and ability and freedom from disabling defects.
- Considerable supervisory experience in fire fighting work and graduation from a standard high school or GED equivalent required.
- Florida State Fire Fighter certification required.
- Florida State Fire Inspector certification desirable.
- Fire Service Instructor certification desirable.
- Fire State Emergency Medical Technician certification desirable.
- Minimum 3 years experience firefighter and 3 years driver unless Article 24 is in effect.
- A.S. Degree in Fire Service desirable.
- Completion of Fire Service Instructors course (ffp2150) desirable.
- Completion of courses relating to fire service operations, fire service training and supervision desirable.

Periodically Fire related duties, equipment, material, and/or job setting(s), other than those listed, are required to perform this job and will be considered as part of the regular job while in effect.

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Key West, FL 33040
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	THE CITY OF KEY WEST Job Description	Union, Non-Exempt Position	
		DATE OF REVISION	04/05
POSITION	SHIFT COMMANDER	ANNUAL SALARY	Step Plan
DEPARTMENT	Fire (22-01-522)		
JOB CODE	42160	GRADE	F51

PHYSICAL LOCATION:

- Any of the Fire Stations

REPORTING RESPONSIBILITIES:

- Operations Commander

GENERAL FUNCTIONS:

- This is supervisory and technical work in assisting the Operations Commander, Deputy Chief and/or Fire Chief in the direction of fire fighting and fire prevention services during his duty watch. Work requires that this employee be continually available to take active command of extinguishing major fires. Work is performed in accordance with departmental regulations and is subject to review by the Operations Commander, Deputy Chief, and/or Fire Chief, but requires the exercise of independent judgment. The employee has general supervision over all men in the fire companies. In the absence or disability of the Operations Commander, Deputy Chief and/or Fire Chief or their assigned representative, an employee of this class may be assigned representative, an employee of this class may be assigned to direct any or all operations and functions of the Fire Department.

ESSENTIAL FUNCTIONS (Without Accommodations):

- Able to read, write speak and understand English in order to perform duties of this description.
- Able to prepare all reports needed for that shift.
- Able to use equipment and/or materials as specified in this job description.
- Able to see and hear well enough to perform the duties of this job description.

EQUIPMENT TO BE USED:

- All fire fighting tools, equipment and any other equipment needed.

ENVIRONMENT:

- Inside station and outside in all types of weather conditions.

PHYSICAL REQUIREMENT:

- Standing 40%
- Climbing 10%
- Bending 10%
- Reaching 10%
- Swimming 10%
- Sitting 10%
- Walking 10%

DUTIES/TASKS/JOBS:

- Acts as first in command of major fire fighting operations in the absence of the Operations Commander, Deputy Chief, and/or Fire Chief.
- Assists the Operations Commander, Deputy Chief, and/or Fire Chief in the combat aspect of the management of the department; responds to fire alarms and determines whether the Operations Commander, Deputy Chief and/or Fire Chief is needed at the scene, determines what equipment and apparatus are necessary; makes decisions as to the best methods of extinguishing fires and directs the work of personnel until relieved of commands by the Operations Commander, Deputy Chief, and/or Fire Chief.
- Inspects personnel; maintains discipline; effects and recommends disciplinary measures, and issues and transmits orders to men and fire units.
- Performs assigned administrative or technical duties in the maintenance, training, recording and reporting functions of the department.
- Investigates major complaints from the public in the absence of the Operations Commander, Deputy Chief and/or Fire Chief.
- Performs fire department or fire service related work as required.

REQUIRED KNOWLEDGE/ SKILLS/ ABILITIES/ QUALIFICATIONS:

- Thorough knowledge of the principles, practices, procedures and equipment used in modern fire fighting and protection of lives and property.
- Thorough knowledge of fire hazards and of fire prevention and protective methods.
- Thorough knowledge of the geography of the city.
- Through knowledge of the rules and regulations of the department and an ability to reference and interpret the laws and ordinances pertaining to fire safety.
- Ability to take command at serious fires; to lead men and give orders effectively.
- Ability to establish and maintain effective working relationships with other employees and members of the public.
- Considerable experience as a Firefighter, Engineer and Fire Captain required.
- Graduation from a standard high school or GED equivalent required.
- Florida State Firefighter Certification required.
- State Certified Fire Inspector desirable.
- A.S. Fire Science Degree desirable.
- Florida State Emergency Medical Technician certification desirable.
- Fire Service Instructor certification desirable.
- Completion of Fire Service Instructors course (ffp2150) desirable.
- Completion of courses relating to fire service work and fire service supervision desirable.

Periodically Fire required duties, equipment, material, and/or job setting(s), other than those listed, are required to perform this job and will be considered as part of the regular job while in effect.

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Applicant Signature Date

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525 Angela Street, 1st floor
Key West, FL 33040
Office Telephone: (305) 809-3714

IAFF STEP PLAN
F/Y 2016, 2017, 2018 WITH PERSONAL DAYS TO BASE

FIREFIGHTER/EMS

Step	Step 10/01/14	96 HRS	SALARY W/PERS	%	3% Step 10/01/15	3% Step 10/01/16	3% Step 10/01/17
Hire 1	43,379				44,680	46,021	47,401
2	44,355	1,097	45,452	2.25%	46,815	48,220	49,666
3	45,353	1,121	46,474	2.25%	47,869	49,305	50,784
4	46,373	1,147	47,520	2.25%	48,946	50,414	51,926
5	47,417	1,172	48,589	2.25%	50,047	51,548	53,095
6	48,484	1,199	49,683	2.25%	51,173	52,708	54,289
7	49,575	1,226	50,800	2.25%	52,324	53,894	55,511
8	50,690	1,253	51,943	2.25%	53,502	55,107	56,760
9	51,831	1,282	53,112	2.25%	54,705	56,347	58,037
10	52,997	1,310	54,307	2.25%	55,936	57,614	59,343
11	54,189	1,340	55,529	2.25%	57,195	58,911	60,678
12	55,408	1,370	56,778	2.25%	58,482	60,236	62,043
13	56,655	1,401	58,056	2.25%	59,798	61,592	63,439
14	58,072	1,436	59,507	2.50%	61,293	63,131	65,025
15	59,523	1,472	60,995	2.50%	62,825	64,710	66,651
16	61,011	1,509	62,520	2.50%	64,396	66,327	68,317
17	62,537	1,546	64,083	2.50%	66,005	67,986	70,025
18	64,100	1,585	65,685	2.50%	67,656	69,685	71,776
19	65,703	1,625	67,327	2.50%	69,347	71,427	73,570
20	67,345	1,665	69,010	2.50%	71,081	73,213	75,409

DRIVER-ENGINEER/RESCUE LIEUTENANT

Step 10/01/14	96 HRS	SALARY W/PERS	%	3% Step 10/01/15	3% Step 10/01/16	3% Step 10/01/17
52,036	1,287	53,323	2.25%	54,922	56,570	58,267
53,207	1,316	54,522	2.25%	56,158	57,843	59,578
54,404	1,345	55,749	2.25%	57,422	59,144	60,919
55,628	1,375	57,003	2.25%	58,714	60,475	62,289
56,880	1,406	58,286	2.25%	60,035	61,836	63,691
58,159	1,438	59,597	2.25%	61,385	63,227	65,124
59,468	1,470	60,938	2.25%	62,767	64,650	66,589
60,806	1,503	62,310	2.25%	64,179	66,104	68,087
62,174	1,537	63,712	2.25%	65,623	67,592	69,619
63,573	1,572	65,145	2.25%	67,099	69,112	71,186
65,004	1,607	66,611	2.25%	68,609	70,667	72,787
66,466	1,643	68,110	2.25%	70,153	72,257	74,425
67,962	1,680	69,642	2.25%	71,731	73,883	76,100
69,491	1,718	71,209	2.25%	73,345	75,546	77,812
71,054	1,757	72,811	2.25%	74,995	77,245	79,563
72,653	1,796	74,449	2.25%	76,683	78,983	81,353
74,288	1,837	76,124	2.25%	78,408	80,760	83,183

CAPTAIN

Step	Step 10/01/14	96 HRS	SALARY W/PERS	%	3% Step 10/01/15	3% Step 10/01/16	3% Step 10/01/17
Hire 1							
2							
3							
4							
5							
6							
7	59,841	1,480	61,321	2.25%	63,160	65,055	67,007
8	61,187	1,513	62,700	2.25%	64,581	66,519	68,514
9	62,564	1,547	64,111	2.25%	66,034	68,015	70,056
10	63,972	1,582	65,554	2.25%	67,520	69,546	71,632
11	65,411	1,617	67,029	2.25%	69,039	71,111	73,244
12	66,883	1,654	68,537	2.25%	70,593	72,711	74,892
13	68,388	1,691	70,079	2.25%	72,181	74,347	76,577
14	69,927	1,729	71,655	2.25%	73,805	76,019	78,300
15	71,500	1,768	73,268	2.25%	75,466	77,730	80,062
16	73,109	1,808	74,916	2.25%	77,164	79,479	81,863
17	74,754	1,848	76,602	2.25%	78,900	81,267	83,705
18	76,436	1,890	78,325	2.25%	80,675	83,095	85,588
19	78,155	1,932	80,088	2.25%	82,490	84,965	87,514
20	79,914	1,976	81,890	2.25%	84,346	86,877	89,483

SHIFT COMMANDER

Step 10/01/14	96 HRS	SALARY W/PERS	%	3% Step 10/01/15	3% Step 10/01/16	3% Step 10/01/17
61,874	1,530	63,404	2.25%	65,306	67,265	69,283
63,266	1,564	64,830	2.25%	66,775	68,779	70,842
64,690	1,599	66,289	2.25%	68,278	70,326	72,436
66,145	1,635	67,781	2.25%	69,814	71,908	74,066
67,633	1,672	69,306	2.25%	71,385	73,526	75,732
69,155	1,710	70,865	2.25%	72,991	75,181	77,436
70,711	1,748	72,460	2.25%	74,633	76,872	79,178
72,302	1,788	74,090	2.25%	76,313	78,602	80,960
73,929	1,828	75,757	2.25%	78,030	80,370	82,782
75,592	1,869	77,461	2.25%	79,785	82,179	84,644
77,293	1,911	79,204	2.25%	81,580	84,028	86,549
79,032	1,954	80,986	2.25%	83,416	85,918	88,496
80,811	1,998	82,809	2.25%	85,293	87,852	90,487
82,629	2,043	84,672	2.25%	87,212	89,828	92,523

Appendix C
IAFF Contract
October 1, 2015

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. Sections 440.101 and 440.102 of the Florida Statues 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 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 the 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 applicant will be subjected to the following types of drug tests:

1. Job Applicant Testing
    a. "Mandatory-testing position"[1] ~~All~~ applicants for ~~positions with~~ safety-sensitive positions the City must undergo a pre-employment 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 list of safety-sensitive positions would include, but are not limited to, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.[2] 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.
    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;

[1]Revised 8/8/2014
[2]Revised 5/11/2015

- 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
- Employee's 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 the 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 and 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 his/her supervisor.

3. Routine Fitness for Duty Testing

a. An employee may be asked to submit to a drug and/or alcohol testing 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 a particular authorization form; 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 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 Department Director, his or her designee or by Assistant City Manager or City Manager.

5. Random Testing

a. Employees in the following 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 SPECIMEN COLLECTION SITE

A. Drug Specimen Collection Site

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

Key West Urgent Care
1501 Government Road
Key West, FL 33040
Phone: 305-295-7550

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

B. Testing Laboratories

Quest Diagnostics
3175 Presidential Dr.
Atlanta, GA 30340
Phone: 800-877-7484

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 of Health Care Administration:

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*:

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

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 Office (MRO) after testing. The presence of prescription and/or non-prescription medications in the body may affect the outcome of the test.
*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 #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 effect of prescription and non-prescription medication on drug testing. Any consultation by and 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 Testing 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 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), Contract 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 HCI 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, ect.
Barbiturates:	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiornal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, ect.
Benzodiazephines:	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, ect.
Methadone:	Dolophine, Metadose, ect.
Propoxyphene:	Darvocet, Darvon N, Dolene, ect.

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 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 the 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 finding 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 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 statue or if it is deemed appropriate 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. Action 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 discipline pursuant to this policy will be given reasonable notice of the right to a disciplinary hearing (by the Department Director or Direct or 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.

D. 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 has 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 employee's 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

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 contract a rehabilitation facility and/or substance abuse professional, which provides confidential drug and/or alcohol 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

DePoo Chemical Dependency Unit

1205 Fourth Street
Key West, FL 33040
(305) 292-6843

1200 Kennedy Drive
Key West, Fl 33040
(305) 294-5531 ext. 8330

Marathon/ Middle Keys
Guidance Clinic of the Middle Keys
3000 41st Street, Ocean
(305) 434-9000

Tavernier/ Upper Keys
Care Center for Mental Health
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.