

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 769

(OFFICE CLERICAL AND BLUE COLLAR WORKERS)

AND

THE CITY OF KEY WEST

OCTOBER 1, 2024 - SEPTEMBER 30, 2027

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ARTICLE 1

PREAMBLE

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

ARTICLE 2
RECOGNITION

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

ARTICLE 3
MANAGEMENT RIGHTS

- 1.) The Union and its members recognize and agree the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, without limitation, has the sole and exclusive right to:
- a) Decide the scope of service to be performed and the method of service.
 - b) Hire, examine and/or otherwise determine criteria and standards of selection for employment.
 - c) Fire, demote, suspend or otherwise discipline for just cause.
 - d) Promote and/or otherwise establish the criteria and/or procedure for promotions.
 - e) Transfer employees from location to location, from time to time.
 - f) Lay off and/or relieve employees from duty due to lack of work, lack of funds or any other reason deemed appropriate by the City, in its sole and exclusive discretion.
 - g) Rehire employees under any conditions deemed appropriate by the City.
 - h) Determine starting and quitting times, and the number of hours and shifts to be worked.
 - i) Determine the allocation and content of jobs, job descriptions and job classifications.
 - j) Formulate and/or change any job description, and job classification, including the right to add to, delete from, alter and/or amend the job, job description and/or job classification of any bargaining unit position.
 - k) Merge, consolidate, expand, curtail or permanently cease any job or job classification, in whole or in part, whenever, in the City's good business judgment; such curtailment or discontinuance is advisable.
 - l) Expand, reduce, alter, combine, assign or cease any job.
 - m) Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
 - n) Control the use of equipment and property of the City.
 - o) Determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof.

- p) Schedule and assign work to employees and determine the size and composition of the work force.
- q) Determine the services to be provided to the public and the maintenance procedures, materials, facilities, and equipment to be used; and to introduce new and improved services, maintenance procedures, materials, facilities and equipment.
- r) Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
- s) Formulate, establish, amend, revise and implement policies or rules and regulations.
- t) Require employees to observe and obey City's policies, procedures, rules and regulations; and
- u) Exercise any rights incidental to the foregoing.

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

3) If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

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

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

ARTICLE 4

WORK STOPPAGES

- 1) The Bargaining Unit Employees agree that under no circumstances shall there be any work stoppages, strike, sympathy strike, safety strike, walkout, sit-down, stay-in, or any other concerted failure or refusal to perform assigned work, or picketing in the furtherance of any of the above-prohibited activities. Further, no bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the Union or any other employee organization or union, nor shall any bargaining unit personnel refuse to cross any picket line if it would cause him to either stop working or delay the employee from reporting to work and/or it any way hinders or prevents an employee from carrying out job duties. The City agrees that there will be no lockouts for the duration of this Agreement.
- 2) The Bargaining Unit Employees agree that the City shall retain the sole and exclusive right to discharge or otherwise discipline the employees participating in or promoting any of the enumerated in paragraph 1, above.
- 3) It is recognized by the parties that the activities enumerated in paragraph 1 above, are contrary to the ideals of professionalism and to the City's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.
- 4) For the purpose of this Article, it is agreed that the Union shall not be responsible or liable for any act(s) alleged to constitute a breach of this Agreement if neither the Union nor any of its officers, agents and/or representatives instigated, authorized, condoned, sanctioned or ratified such action and if the Union and its officers, agents, and/or representatives have used every possible means to prevent or terminate such action.

ARTICLE 5

NON-DISCRIMINATION

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

ARTICLE 6

SAFETY

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

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

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

ARTICLE 7

SENIORITY; PERSONNEL REDUCTION (LAYOFF & RECALL); SUBCONTRACTING

SENIORITY

- 1) The City agrees that seniority shall consist of continuous, paid full-time and part-time service with the City. Part-time seniority shall be calculated at a rate of 50% of full-time status. Seniority shall be computed from the date of appointment to a full-time permanent position. For retirement purposes only, time lost for unpaid authorized leave of absence, suspension or separation due to layoff, which cumulatively amount to thirty days or more per year, shall not be included in the determination of seniority.
- 2) Seniority will be the deciding factor by the City in matters involving vacation selection consistent with Article 10 requirements and when it does not preempt prior leave approvals granted under Article 10 and assignment of overtime among equally qualified employees when time constraints for a particular assignment allow the option to contact employees.

PERSONNEL REDUCTION (LAYOFFS AND RECALL)

- 1) In the event of a personnel reduction, Employees will be laid-off depending upon their rank in a system which gives equal consideration for past performance and experience. Seniority will also be considered and be given the utmost consideration. The ranking system will be based on the following factors seniority 50%, past performance 25% and experience 25%. The Employee must first be qualified to perform the job before being evaluated by the above-referenced criteria.
- 2) A laid-off Employee may only bump a lower-ranked Employee in a lower job classification in the same or similar occupational field and may never bump an Employee in a higher job classification in the same or similar occupational field. The Employee must meet the minimum qualifications of every job before he/she will be considered for a job. The employee bumping to the lower job classification will not experience a reduction in pay unless his/her current salary is above the pay grade maximum for the lower position. If the bumping Employee's current salary is above the maximum of the pay grade, salary will be reduced to the maximum of the pay grade of lower job classification.
- 3) When the laid-off Employee bumps into a job, that Employee will be required to serve a six-month qualifying period. If the Employee fails to qualify for the job during that period of time, the Employee will forfeit all bumping rights. During the qualifying period, the Employee may apply for other available job opening within the City.
- 4) Laid-off Employees are eligible for recall. A laid-off Employee will be sent a recall notice when a position is open within that laid-off Employee's occupational field and if the opening is of the same or lower grade as the job as the job they were laid-off from. The order in which laid-off Employees are recalled will be determined by the same Section 1 ranking system. Notice of recall shall be sent to an Employee's last known address, via certified mail (but the City shall have no further obligation to verify any address or receipt of the notice) with a copy to the Union via e-mail. An Employee shall have ten (10) calendar days from the date of receipt of the recall notice to accept the City's recall offer. Failure to timely respond to the recall notice shall automatically

constitute a rejection. No new Employees shall be hired for the laid-off Employee's occupational field until all eligible laid-off Employees are offered the opportunity to return to work.

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

SUBCONTRACTING

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

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

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

ARTICLE 8

HOURS OF WORK AND OVERTIME

- 1) The City may require Employees to work more than eight (8) hours in any given day if in its discretion it decides it is necessary. A normal workweek begins on a Monday (7:00a.m.) through Monday (6:59 a.m.). Employees will have two (2) consecutive scheduled days off during each normal workweek. The City may require Employees to work more than five (5) days during any given workweek if, in its discretion, it decides it is necessary. Employees will be given (10) days advance notice of a permanent change in schedule or a permanent change in days off. The City may establish a four (4) day ten (10) hour schedule at its discretion, employees working such shifts will receive overtime after the tenth hours or after forty hours per week. Four ten (4) (10) hour schedules will have three (3) consecutive days off.
- 2) The City Manager or Department Heads, in their sole and exclusive discretion, will establish and implement the working hours which they determine are the best suited to meet the needs of the City's various departments.
- 3) Hours worked in excess of the normal work week, as defined above, shall be compensated at the rate of one and one-half (1-1/2) times the Employee's regular straight time hourly rate of pay. Nothing herein shall require the payment of straight time or overtime when an unsubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an unsubstantial amount of time is any period of time less than one-quarter (1/4) hour.
- 4) Annual leave, sick leave, holiday leave, funeral leave, military leave, administrative leave, jury duty, and any other type of leave, paid or unpaid, shall not be computed as hours worked for overtime purposes.
- 5) There shall be NO compensatory time earned by any member of the bargaining unit.

ARTICLE 9
HOLIDAYS

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

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

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

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

Two (2) additional Floating Holidays for eligible full-time employees hired on or before September 30th to be taken the next fiscal year, for each year of this contract.

The two additional Floating Holidays may be scheduled at the employee's discretion, with prior approval of the department head before the end of the fiscal year and will cover one shift based on the employees normally scheduled workday (8 hr, 10hr or 12hr). Floating Holiday shall not be carried over to the next fiscal year.

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

3) Bargaining Unit members, at their option, may choose to "bank" holiday pay in a reserve and be paid the entire prior fiscal year accrued holiday pay by the last pay period of November of each year of the Agreement. Any accrued holiday pay in reserve shall be paid upon an employee upon separation from the City. Employees must elect to participate in "Banked Holiday Pay" see APPENDIX E.

ARTICLE 10

VACATIONS

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

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

Telecommunicators covered by the Agreement will receive paid vacation as follows:

Length of Service	Rate of Accrual
Less than 5 years	4.615384 hours per pay period totaling 120 hours or 10 days per year
Five but less than 10 years	6.923076 hours per pay period totaling 180 hours or 15 days per year
Ten years or more	9.230769 hours per pay period totaling 240 hours or 20 days per year

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

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

4) Annual leave may be utilized only with the prior approval of the Department Head/designee. Requests for annual leave must be submitted at least 30 days before the time requested. The City shall provide a response within 10 days of the date the annual leave request is received. Annual

leave may be utilized on a day-by-day basis (personal days type use); in which case the City shall provide final response within 72 hours of the date the request is received. The City agrees every consideration will be shown to avoid cancellation of an Employee's leave; however, such decisions are at the discretion of the individual Department Heads, as their sole and exclusive right. If an approved leave is cancelled by the City, payment of non-refundable monies paid out by the Employees shall be considered on a case-by-case basis by the City. The City agrees to establish reasonable criteria for application of this section.

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

ARTICLE 11

PROMOTIONS AND JOB BIDDING

- 1) The Union recognizes that pursuant to Article 3, the City has and retains the sole and exclusive right to promote and/or otherwise establish the criteria and/or procedure for promotions within and outside the bargaining unit. In determining whom to promote, the City shall consider Employees' past performance, experience and seniority equally and may consider any other factors which the City Manager and/or Department Head deems appropriate. If two or more current Employees are equally qualified based on the preceding factors, the most senior person will be given the utmost consideration for the job.
- 2) The City is in no way obligated to fill a budgeted vacancy either by promotion, initial hiring or by transfer through job bidding at any point in the selection process.
- 3) When the City Manager/designee decides to fill a budgeted vacancy, a notice shall be sent to all department's stewards, Union and posted on the City's website for at least seven (7) calendar day. Employees interested in a job posting should submit a written bid for the job. The City shall notify all bidders of the results of their bid within seven (7) working days after the job has been accepted. All current employees who bid for a job but are not accepted, shall be informed what they should/could do to improve their chances for advancement in the future. If the City concludes that no in-house applicants are acceptable, outside applicants may be hired to fill the position.

ARTICLE 12

WORKING OUT OF CLASSIFICATION

- 1) The City, in its sole and exclusive discretion, may require an Employee to temporarily perform the work normally performed by an Employee in either a lower or higher job classification. If an Employee is required to temporarily work in a lower classification, he/she will experience no reduction in pay. If an Employee covered under this agreement is temporarily required to work in a higher classification due to vacation, medical leave of absence or any other excused absence, he/she will receive the minimum rate of pay of the higher classification or a 5% increase, whichever is greater. The temporary employee will be required to work in the higher classification for two (2) days in a fiscal year and will then begin to receive the rate of pay of the higher classification when working in that higher classification. Out of class pay will not be paid for time spent in on the job training.
- 2) Unless otherwise agreed between the City and an Employee, no Employee covered by this Agreement shall be required to work in a lower classification for more than (30) working days in any fiscal year.
- 3) The rate of pay for the higher classification will only be paid if the Employee filling in does 85% of the work in that classification. An Employee who feels a supervisor's decision not to award "out of class" pay is unjustified may appeal the decision to the City Manager.

ARTICLE 13
BULLETINS BOARDS

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

ARTICLE 14

SICK LEAVE

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

TELECOMMUNICATORS ONLY: Telecommunicators covered by this agreement will accrue 5.538462 hours of sick leave each pay period (12 days per year).

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

- a) The Employee notifies his/her immediate supervisor or a designee not later than the start of the scheduled workday or sooner if required by the supervisor, of the reason for said absence.
- b) The Employee cannot refuse to be examined by medical personnel, if requested to do so.
- c) The Employee must follow through after his/her alleged sickness by properly completing all required forms.

3) For absences of three (3) or more days, the City shall require the Employee to submit a physician's note (procured at the Employee's own expense) stating that the Employee is able to return to work without restriction.

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

5) Except as provided below, the City agrees to pay Employees for all unused sick leave upon separation in good standing according to the schedule below, up to a cap of 720 hours, at the Employee's current hourly rate of pay, provided the six month probationary period has been successfully completed.

The Sick Leave payout schedule shall be as follows:

Years of service	Percentage of Sick Leave Hours Paid
0-5	0%
5+ - 10	50%
10+	100%

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

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

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

ARTICLE 15

INSURANCES

1) Effective October 1, 2024, the City shall pay the full, single insurance coverage premium for all employees covered by this agreement. The City shall continue to pay \$155.00 for dependent coverage to Employees hired before November 1, 1990. There shall be dependent coverage cost increases during each fiscal year based on changes in insurance premiums. Dependent coverage shall be paid in full by any Employee hired after November 1, 1990.

Full-time employees hired on or after October 1, 2010, will be eligible for health insurance (medical, dental, & vision) coverage on the first of the month following 60 days of employment.

2) The City will provide life insurance for a full-time employee covered by this agreement effective the 1st of month after the employees date of hire.

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

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

ARTICLE 16

UNION ACCESS & UNION STEWARDS

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

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

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

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

ARTICLE 17

DISCIPLINE AND DISCHARGE

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

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

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

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

- 5) All disciplinary letters, including warnings, demotions or suspensions, for Group I offenses shall be inactive (1) one year after date of issuance. All disciplinary letters for Group II offenses shall be inactive three (3) years after date of issuance. All disciplinary letters for Group III offenses shall be inactive four (4) years after date of issuance. An employee may contact the Human Resources Department and request these letters be stamped "INACTIVE". Inactive discipline shall not be used as the basis for progressive discipline.

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

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

5) As provided in Article 28 of this Agreement, the Civil Service Board Rules and Regulations shall not apply to Bargaining Unit Employees covered under this Agreement. Accordingly, the Civil Service Board shall have no jurisdiction to hear grievances as defined in this Agreement and no Bargaining Unit Employee grievance may be submitted to the Civil Service Board for resolution. Non-members who choose to file a grievance can do so on their own but must follow the same steps as outlined under this Article, without the assistance of the Union or its Stewards, and at the expense of the non-member filing the grievance.

GRIEVANCE PROCEDURE

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

STEP 1:

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

STEP 2:

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

Step 2 or Step 3. The Department Head/designee may meet with aggrieved Employee, at the Department Head/designees' option, after his/her receipt of the grievance. The Department Head/designee shall within five (5) working days of his/her receipt of the appeal (or such longer period of time as is mutually agreed upon), render a decision in writing.

STEP 3:

In the event the aggrieved Employee is not satisfied with the disposition of the grievance in Step 2, he/she shall have the right to appeal the Step 2 decision to the City Manager/designee within five (5) working days of his/her receipt of the Department Head/designee's Step 2 decision. Such appeal must be accomplished by delivering the original written grievance to the City Manager/designee. The City Manager/designee may meet with aggrieved Employee, at the City Manager/designee's option, after his/her receipt of the grievance. The City Manager/designee shall within seven (7) working days of his receipt of appeal (or such longer period of time as is mutually agreed upon),

render a decision in writing. The City Manager's decisions involving grievances challenging written reprimands shall be final and shall not be subject to arbitration. An employee may submit a written rebuttal to the City Manager's denial of a grievance involving a written reprimand with seven (7) working days of his receipt of the City Manager's decision.

STEP 4:

In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the Union or an individual may request the grievance be submitted to arbitration by forwarding a complete copy of the appeal for arbitration to the City Manager's Office no later than seven (7) working days after the aggrieved Employee received the City Manager/designee's response in Step 3. If the aggrieved Employee fails to appeal the unresolved grievance to arbitration in accordance with the provisions set forth herein, then the dispute is considered resolved on the basis of the City's final answer in the grievance procedure and is barred from arbitration. The arbitrator may be any impartial person mutually agreed upon by the parties, however, in the event the parties are unable to agree upon said impartial arbitrator within seven

(7) working days after the Union requests arbitration, the grieving party shall request the Federal Mediation and Conciliation Service ("FMCS") to furnish a panel of arbitrators who are located in Florida. Each party shall have the option of striking three names of unacceptable arbitrators until one name remains. The remaining arbitrator shall hear the grievance at arbitration. The grieving party will strike first. Either party may request one new panel of arbitrators to be provided by FMCS if the panel originally submitted was found to be unsatisfactory for any reason by either party, and if the unsatisfied party notifies the other party in writing that the FMCS original panel is unsatisfactory within five (5) working days of its receipt of the original panel.

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

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

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

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

ARBITRATION PROCEDURE

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

2) Only one grievance will be presented to a particular arbitrator, unless otherwise agreed to in writing by the parties. The City and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the written statement of the grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator shall hear oral argument from both parties, and he/she shall determine the written statement of the grievance after hearing the parties' oral argument. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented, which question(s) must be actual and existing.

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

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

5) In accordance with Chapter 447, Florida Statutes, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts appropriated by the City

Commission for funding of the Agreement. Accordingly, and notwithstanding any other provisions of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provisions of the Agreement, which results in, obligates or causes the City to have or bear any expense, debt, cost or liability, which could result, directly or indirectly, in the City exceeding the amount appropriated by the City Commission. Any such award which contradicts or is not in compliance with the provisions of this paragraph or Florida Statutes shall be null and void.

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

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

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

a) It violates a statute or ordinance

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

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

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

e) The arbitrator was biased or partial;

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

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

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

ARTICLE 19

DEDUCTION OF UNION DUES

Employees who voluntarily wish to join the union can submit such authorization to the union using the following link.

<https://bit.ly/TLU769-KeyWest>

ARTICLE 20

WAGES AND RETIREMENT

1) Effective October 1, 2024, The City and Teamsters agree to the Pay & Classification Schedule (Appendix A) incorporated in this agreement and that this shall be valid for the duration of this agreement, with the following increases:

a. Effective October 1, 2024, Paygrades 101 – 110 covered by this agreement will receive a \$0.75 increase to their base 2023 hourly wage plus a 5% COLA increase; Paygrades 111 – 120 covered by this agreement will receive a \$0.50 increase to their base hourly wage plus a 5% COLA increase; Paygrades 121 - 140 covered by this agreement will receive a 5% COLA increase to their hourly wage.

b. Effective October 1, 2025, all employees covered by this agreement will receive a 5% COLA increase.

c. Effective October 1, 2026, all employees covered by this agreement will receive a 4% COLA increase.

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

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

4) SHIFT DIFFERENTIAL: The City agrees to provide a premium pay rate for hours work at untraditional times. For the purpose of this article, **2nd or 3rd shift** shall mean employees covered by this agreement who begin work for the City on shifts starting after 3:00 PM and before 5:00 AM.

a. Effective October 1, 2024, the City agrees to pay a \$0.55 per hour shift differential to the employee's base pay for those who work a 2nd and/or 3rd shift.

b. Effective October 1, 2025, the City agrees to pay a \$0.60 per hour shift differential to the employee's base pay for those who work a 2nd and/or 3rd shift.

c. Effective October 1, 2026, the City agrees to pay a \$0.65 per hour shift differential to the employee's base pay for those who work a 2nd and/or 3rd shift.

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

ARTICLE 21

LEAVE OF ABSENCE

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

2) The provisions of Part III of the City's Personnel Manual state the City's policy with respect to Family Medical Leave Act (FMLA), Civil Leave, Military Leave and Training Leave.

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

4) Funeral Leave

a. Any full time Employee may be granted funeral leave in the event of a death in the Employee's immediate family, upon approval by the department head.

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

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

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

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

ARTICLE 22

RULES AND REGULATIONS

- 1) It is agreed and understood that consistent with Article 111, paragraph 1, subparagraphs (t), (u) and (v) of the Agreement, the City has the right to formulate, amend, revise and implement rules and regulations, policies and procedures which are reasonable under circumstances.

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

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

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

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

ARTICLE 23

LABOR MANAGEMENT COMMITTEE

- 1) A joint committee will be established consisting of the following:
 - a. No more than a total of six (6) members from the Teamsters bargaining unit selected by the Teamsters.
 - b. City Manager or designee
 - c. Two members of non-represented City staff selected at the discretion of the City Manager

- 2) The Labor Management Committee shall meet no less than quarterly, by mutual consent, and meetings may be held between the hours of 8:00AM and 5:00PM, Monday through Friday, or at another time mutually agreeable to both Union 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 that purpose. Attendance for a meeting outside of regular working hours shall not be deemed as time worked and participants will not receive additional pay or leave benefits. Meetings shall be held in the City Manager's conference room or at a designated location on City property.

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

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

ARTICLE 24

PROBATIONARY PERIOD AND QUALIFYING PERIOD

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

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

3) Telecommunicators Only: Telecommunicator's working at the police department may begin using authorized/approved sick leave accruals starting after the probationary employee's sixth (6th) month of employment, provided that any time missed from work shall be added on the end of the employee's initial probationary period to ensure the employee can complete the full twelve (12) month probation period .

QUALIFYING PERIOD

In the event an Employee transfers from a higher to a lower position/grade, a lower to a higher position/grade or to a lateral position/grade, that employee shall serve a qualifying period of six (6) months, starting from the effective date of new position/grade. Upon expiration of this time period, the Department Head/designee shall either: (1) recommend retention of the Employee in the position; or (2) fail to make a recommendation, at which time the Employee shall be granted the position; or (3) not recommend retention of the Employee in the position, at which time the Employee shall revert back to his/her previous position without loss of rights or benefits from the position which he/she transferred from. Such reversion may be reversed by an arbitrator only if it is found that the Department Head/designee acted arbitrarily or capriciously. If an Employee is reclassified to a higher position/grade because he/she was previously performing the work of that higher position, he/she will not be required to serve a probationary period.

ARTICLE 25 MEDICAL AND PHYSICAL EXAMINATIONS¹ The City may, in its sole and exclusive discretion, require any person as a condition of initial employment, to submit to a physical or psychological examination, by a qualified person selected by the City. The City may also require any

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

ARTICLE 26

ON-THE-JOB INJURY

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

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

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

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

3) When so directed by the City, an Employee on disability leave shall present themselves for an examination at any reasonable time to any physician designated by the City. The City will bear the full expense of said examination.

The failure of any such Employee to present himself/herself for an examination as directed will operate to automatically terminate disability leave.

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

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

6) Once an employee has reached maximum medical improvement (MMI), he/she is responsible to inform his/her Supervisor and Risk Management. Upon reaching MMI, the employee's medical condition shall be assessed as to any permanent medical restrictions and his/her ability to perform the duties of the position for which they were hired. If the employee cannot return to his/her regular position. Risk Management and the Human Resources Department

shall attempt to find available employment within the City in a comparable (same job grade) position. The employee must meet the minimum qualifications and be able to perform the essential functions of the job to be placed in the comparable position..

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

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

ARTICLE 27

CIVIL SERVICE RULES & REGULATIONS

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

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

ARTICLE 28

REOPENING OF NEGOTIATIONS

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

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

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

- 4) By mutual agreement the parties may add M.O.U.'s, L.O.U.'s and addendums to our current CBA.

ARTICLE 29
SEVERABILITY CLAUSE

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

ARTICLE 30
TERM OF AGREEMENT

- 1) This agreement shall become effective upon ratification by the parties and shall remain in full force and effect until and including September 30, 2027

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

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

ARTICLE 31
ZIPPER CLAUSE

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

ARTICLE 32

UNIFORMS

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

ARTICLE 33
PERFORMANCE REVIEWS

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

Effective with the fiscal year beginning October 1, 2023, employees will receive an annual performance review by their supervisor within a period thirty (30) days prior or subsequent to the employee's anniversary date of initial hire.

Merit Increases associated with an employee's annual performance review will be effective on the employee's anniversary date regardless of actual counseling date. If the counseling later than 30 days after the anniversary date, employees will receive retroactive pay.

Effective October 1, 2024, Merit increases will be awarded at a maximum of 2% of the employees base salary.

Effective October 1, 2025, Merit increases will be awarded at a maximum of 2% of the employees base salary.

Effective October 1, 2026, Merit increases will be awarded at a maximum of 3% of the employees base salary.

ARTICLE 34

D.R.I.V.E

DEMOCRAT, REPUBLICAN, INDEPENDENT VOTERS EDUCATION

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

ARTICLE 35
SUBPEONA PAY

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

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

- Promptly provide a copy of the subpoena to the supervisor in advance of the appearance or deposition;
- Upon completion of service, provide documentation of date and time of service and certify in writing the dates and times actually required to appear;

Return any monies received for the appearance paid by the administrative authority to the City.

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

ARTICLE 36

CERTIFICATION/PROFESSIONAL LICENSE PAY

1. CERTIFICATIONS

A certification pay benefit shall be made available to employees covered by this agreement who obtain and maintain certifications or licenses required for the execution of their primary duties.

The following departments and positions will be entitled upon completion of certification or licensing to receive pay covered by this agreement with certifications or licenses:

BUILDING DEPARTMENT:

Permit Technician

Building Inspector

Building Plans Reviewer

CODE DEPARTMENT:

Code Compliance Inspector

TRANSPORTATION/COMMUNITY SERVICES - FLEET:

Lead Certified Mechanic

Certified Mechanic

Apprentice Mechanic

Fleet Facility Specialist

Paint & Body Shop/Apprentice Mechanic

Qualifying National Institute for Automobile Service Excellence (ASE) technical certifications, Florida Building Code Licenses, International Code Council or other certified entities for continuing education credit.

Certifications will be paid in the following manner:

Code Compliance Inspectors in the Code Department certified by Florida Association of Code Enforcement for Level I-IV will receive a stipend of \$2000.00 per year paid bi-weekly (\$76.92) for each level of certification. Maximum of \$8000.00 per year for this position.

Permit Technicians in the Building Department certified by the International Code Council will receive a stipend of \$4000.00 per year paid bi-weekly (\$153.84). Maximum of \$4000.00 per year for this position.

Mechanics and Fleet Specialists in the Transportation and Community Services – Fleet Departments certified by ASE for technical certificates (identified in Appendix D of this agreement) shall be paid bi-weekly on an hourly basis, at .50 per hour for each qualifying ASE certification, which shall be added to each employee's hourly rate of pay. Maximum annual amount payable of

\$6,000.00, per employee. The certification pay shall be paid for as long as the eligible employee remains in the appropriate job classification and maintains the certification(s). The pay shall be discontinued if the employee fails to complete any continuing education to maintain the certification and no longer meets the eligibility requirements.

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

2. PROFESSIONAL LICENSES

Licenses will be paid in the following manner:

Plan Reviewer/Bldg Inspectors in the Building Department licensed by the State of Florida Building Code (identified in Appendix D of this agreement) shall be paid a \$4000.00 salary increase per year for each license. Maximum annual amount payable of \$8,000.00 per employee.

Licenses earn for commercial and residential trades will be paid individually.

The Agreement shall be effective upon ratification of the Parties and shall continue in full force and effect until the thirtieth (30th) day of September 2027.

By endorsement below, Teamsters Local 769 certifies that this 3-year Collective Bargaining Agreement was brought to its members and ratified in compliance with union rules/bylaws.

SIGNED THIS _____ DAY OF _____, 2024.

TEAMSTERS LOCAL 769

THE CITY OF KEY WEST

Josh Zivalick, President

Todd Stoughton, Interim City Manager

Andy Madtes, Business Agent

Steven McAlearney, Assistant City Manager

Leo Slecton, Steward

Bridget Flores, HR Director

Edward Keene, Steward