

RESOLUTION NO. 22-220

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEY WEST AND TEAMSTERS LOCAL 769, OFFICE AND BLUE COLLAR WORKERS, EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached amendment to the collective bargaining agreement between the City of Key West and Teamsters Local 769, Office and Blue Collar Workers, effective October 1, 2022 through September 30, 2024 is hereby approved.

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

Passed and adopted by the City Commission at a meeting held
this 6th day of October, 2022.

Authenticated by the Presiding Officer and Clerk of the
Commission on 7th day of October, 2022.

Filed with the Clerk on October 7, 2022.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Absent</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

September 9, 2022

TO: Patti McLauchlin, City Manager
Todd Stoughton, Assistant City Manager

FROM: Samantha Farist, Human Resources Director

RE: Teamsters Local 769 Collective Bargaining Agreement

EXECUTIVE SUMMARY

Proposed Action:

To execute an amendment to the Collective Bargaining Agreement (CBA) which was negotiated by City Manager Patti McLauchlin and the leadership of Teamsters Local 769 finalizing three (3) open Articles, Article 20 – Wages and Retirement, Article 33 – Performance Reviews and Article 36 – ASE Certification Pay.

Contract Highlights:

Ratification notice from Teamsters Local 769
An updated table of contents.
Article 20 increases wages by 5% on 10.1.2022 and 5% on 10.1.2023.
Article 33 allows for employee job performance reviews on a merit based system with a possible merit increase of 0% to 2%.
Article 36 changes the job title of Fleet Facility Specialist to Fleet Foreman.
Appendix E will contain an example of new employee performance evaluation form.

Recommendation:

To approve the proposed amendment to the Teamsters Local 769 CBA.

Key to the Caribbean – Average yearly temperature 77° F.

Samantha Farist

From: Andy Madtes <amadtes@teamsterslocal769.org>
Sent: Friday, September 9, 2022 8:33 AM
To: Samantha Farist
Subject: [EXTERNAL] Contract ratification

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Samantha,

This is to inform you, the Teamsters union local 769 held a contract ratification on behalf of the city of key west teamster bargaining unit employees on September 8th 2022.

The bargaining unit voted to approve the terms and conditions negotiated with the city of key west by a vote of 92 yes and 1 no.

I want to take the opportunity to thank the city manager for all of her work these past two years and the positive labor management relationship between the city and the union.

Sincerely,

Andy Madtes
Business Agent
Teamsters Local Union 769
Cell: 786-213-3702
Office: 305-642-6255

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ARTICLE 20
WAGES AND RETIREMENT

1) Effective October 1, 2021:

a. The City of Key West will adopt the recommended pay grade schedule, with a cap not to exceed \$12,500.00 and an additional 2% increase to new base wages.

b. Effective October 1, 2022, all wages will increase by 5.0%.

c. Effective October 1, 2023, all wages will increase by 5.0%

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

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

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

ARTICLE 33

PERFORMANCE REVIEWS

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

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

With the implementation of the new pay structure on October 1, 2021, the City will update the current evaluation system to incorporate annual salary adjustments based upon favorable performance evaluations on a graded system. City to review new performance evaluation program with Union and seek input before implementation.

After 10.1.2022, employee job performances will be evaluated on a merit based system. Depending upon the total competency rating, each employee may have a possible merit increase of 0% to 2%

(Evaluation form is now APPENDIX E)

ARTICLE 36

ASE CERTIFICATION PAY

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

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

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

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

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

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

Performance Review Document - (CBA Example)

Employee Information		Employee Name:		Department:	
Review Date:	Position:	From:	To:		
Grade:	Review Coverage Period -				
Date Into Present Position:	Supervisor's Name:				
Competencies for Evaluation					
1.) City of Key West Core Values					
3.) Customer Service					
5.) Job Specific Information					
Competency Ratings					
Exceptional Performance	5	Always displays use of the competency behaviors at the highest level of performance. Little room for improvement, if any. Could be used as an example for others of performance in this competency.			
Exceeds Expectations	4	Consistently displays use of the competency behaviors. Performance consistently exceeds normal job requirements. This employee performs at a higher level than most of his or her peers.			
Meets Expectations	3	Performance is what is expected of a qualified person in this job. Typically displays use of the competency behaviors. This employee represents the full-performance level in a competency.			
Needs Improvement	2	Sometimes displays use of this competency. Below average performance in this area. Needs some development in more consistent and effective use of the competency behaviors.			
Below Expectations	1	Performance below minimum requirements of the job. Disregard for or consistent improper use of the competency behaviors.			
COMPETENCIES – RATE EACH COMPETENCY USING THE RATING SCALE OF 1-5, AS DEFINED ABOVE.					
City of Key West Core Values - Employee demonstrates a respect for the City of Key West core values and a desire to exhibit these values when at work. Employee always demonstrates the values of Honesty, Respect, and Teamwork, and where appropriate, demonstrates the other values to the best of his or her ability.					
Respect	Creativity	Teamwork	Continuous Improvement	Customer Focused	Environmental Steward
1	1	1	1	1	1
Exceptional Performance	Exceeds Expectations	Meets Expectations	Needs Improvement	Below Expectations	Needs Improvement
Supervisor's Comments:					
Employee's Comments:					
Professional Development - Employee demonstrates the desire for improvement in their role. Employee strives to improve their performance and learn new skills and does not exhibit a sense of complacency in his or her role.					
Attitude for Learning	Seeking Professional Certifications	Exhibits New Skills	Assists Others to Learn and Develop	Category Weight	0.00
					10.0%
					Trustworthy/Honest
					Meets Expectations

Employee Comments

(Optional. If employee wishes to do so, any comments concerning the appraisal may be indicated in this section, or by an attachment)

Employee Signature: _____ **Date:** _____

I have read and discussed this evaluation with my supervisor and I understand the expectations concerning the competencies outlined. My signature does not necessarily indicate agreement with the evaluation. I understand that I may place my comments in the section above to indicate any differences of opinion.

Supervisor's Comments

(Additional comments may be attached)

Supervisor's Signature _____ Date _____

Department Head's Signature _____ Date _____

General Manager's Signature _____ Date _____

Personal Development Plan

With the Supervisor's assistance, the employee should identify and commit to specific actions/behaviors to increase his/her effectiveness on the present job and/or prepare him/her for future job assignments. Efforts should be focused upon competencies in which there is considerable weakness needing correction or a strength to be leveraged. Some options include: a) Job assignments (e.g., special projects and job rotations); b) forming a coaching/mentoring relationship with a leader or peer; and c) traditional training (e.g., courses or seminars, college courses, internal courses, and/or hands-on training and testing).

Priorities	Actions/Assignments	Resources Required	Desired Outcome	By When