RESOLUTION NO. 22-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEY WEST AND THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (KEY WEST CHAPTER) FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached "Collective Bargaining Agreement between the Dade County Police Benevolent Association, Inc. (Key West Chapter) and the City of Key West, Florida from October 1, 2020 through September 30, 2023," is hereby approved, and the City Manager is hereby authorized to execute it on behalf of the City of Key West.

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 5th day of April, 2022.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of April, 2022.

Filed with the Clerk on April 6, 2022.

Mayor Teri Johnston	Yes
Vice Mayor Sam Kaufman	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

TERI JOHNSTON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

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

FROM: Samantha Farist, Human Resources Director

DATE: March 21, 2022

RE: Dade County PBA/ Key West Chapter
Collective Bargaining Agreement

EXECUTIVE SUMMARY

ACTION ITEM

Approve the three (3) year collective bargaining agreement between the City of Key West and PBA Key effective October 1, 2020 through September 30, 2023.

BACKGROUND

The most recent PBA Collective Bargaining Agreement expired on September 30, 2020. The City's management negotiation team and the Teamster Local 769 negotiating team met on numerous occasions in an effort to reach an agreement on contract terms and conditions.

The City and the PBA reached a tentative collective bargaining agreement in October 2021 for the three (3) year period October 1, 2020 through September 30, 2023. The PBA membership ratified the agreement on March 16, 2022.

continued -

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

Article 3 – Work Rules, Regulations, Policies and Procedures

Item B.2. The word "mandatory" was changed to "permissive".

Article 4 – Employee Rights

Item C.1. The Article number was corrected from 17 to 30 and 31.

Article 12 – Financial – Wages

A one-time payment to be issued prior to 5/06/2022. A 4% increase effective and retroactive to 10/1/2021. A 4% increase effective 10/1/2022. The last sentence of Item 2 was struck.

Article 28 – Disciplinary Action

Item 1. The Article number was corrected from 17 to 30 and 31.

Article 30 – Grievance Procedure

Step III – FMCS (Federal Mediation and Conciliation Service) was added as an alternate for arbitration selection.

The Drug Free Workplace Policy that was agreed to in June of 2020 will be added to the new contract.

RECOMMENDATION

The City's negotiating team recommends City Commission approval of the collective bargaining agreement as negotiated and ratified by PBA Key West Chapter.

THE VOICE OF LAW ENFORCEMENT

SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION

Sent via Email Citymanager@cityofkeywest-fl.gov and regular U.S. Mail.

March 17, 2022

Patti McLauchlin, City Manager
City of Key West
1300 White Street
Key West, FL 33040

RE: **Ratification of the City of Key West & PBA 2020-2023 Collective Bargaining Agreement.**

Dear Ms. McLauchlin:

Please be advised that on March 16, 2022, the bargaining unit ratified the 2020-2023 Collective Bargaining Agreement between the City of Key West and the Dade County Police Benevolent Association, Inc.

If you have any questions, please do not hesitate to contact me at (305) 593-0044.

Sincerely,

Andrew M. Axelrad
General Counsel

AMA:mp

cc: Via Email Only
Samantha Farist, HR Director
Shawn D. Smith, City Attorney
Cheri Smith, City Clerk

Steadman Stahl, President • 10680 PBA Memorial Boulevard • (Northwest 25th Street) • Doral, Florida 33172-2108
Telephone: 305-593-0044 • Fax: 305-593-1901 • e-mail:pba@sflpba.org • website: www.sflpba.org

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.,

(KEY WEST CHAPTER)

AND

THE CITY OF KEY WEST, FLORIDA

FROM OCTOBER 1, 2020 through SEPTEMBER 30, 2023

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A. STEP PAY PLAN

B. DRUG FREE WORKPLACE POLICY

C. KWPD PERFORMANCE EVALUATION FORM

D. GRIEVANCE FORM

STATEMENT OF INTENT

The purpose of this Agreement is to promote harmonious and cooperative relationships between the City of Key West, as Employer, and the members of the Bargaining Unit, as Employees, both collectively and individually and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

PARTICIPANTS

This Agreement is entered into by and between the City of Key West, Florida, hereinafter referred to as "Employer" or "City" and the Dade County Police Benevolent Association, Key West Chapter, hereinafter referred to as "Association."

ARTICLE 1

RECOGNITION

1. The City recognizes the Association as the exclusive bargaining representative, as defined in Chapter 447, Florida Statutes, for Employees employed in the unit defined by the Public Employees Relations Commission in order number 90E-149 issued on May 25, 1990.

   Included: All sworn and certified Police Officers, Police Sergeants, Police Lieutenants, Internal Affairs Inspector (including those assigned as Detective)

   Excluded: Police Chief, Police Major, Police Captains, non-sworn Police Department personnel, and all other City employees.

2. Ratification of this Agreement does not constitute a waiver by either party to petition the Florida Public Employees Relations Commission for modification of the Bargaining Unit.

ARTICLE 2

MANAGEMENT RIGHTS, RULES, REGULATIONS, CONTROLS

1 Except as otherwise provided in this Agreement, the Parties agree that the Employer shall have the right to operate and manage its affairs in all respects and decide and/or amend City rules, regulations and policies, which shall include, but not be limited to the right to:

a) decide the scope of services to be performed and the methods of services;
b) hire and/or otherwise determine the 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 within and outside the bargaining unit subject only to contrary provisions contained in this Agreement covering the issue or promotion;
e) transfer Employees from location to location, and from time to time;
f) lay off and/or relieve Employees from duty due to lack of work or any other justifiable economic reason;
g) rehire or recall Employees;
h) determine the starting and quitting times and the number of hours and shifts to be worked, including the need for overtime work, subject only to contrary provisions in this Agreement;
i) determine the allocation of jobs and content of job descriptions and classifications;
j) formulate and/or amend job descriptions and/or job classifications;
k) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of 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 in its operation shall be performed by Employees covered by this Agreement;
n) control the use of equipment and property by the City;
o) determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
p) direct Employees, including the right to schedule and assign work and overtime 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 or improved services, maintenance, procedures, materials, facilities and equipment as is necessary in its sole discretion;
r) take whatever action may be necessary to carry out the mission and responsibility of the City, specifically the Police Department, in unusual and/or emergency situations;
s) formulate, alter, amend, revise and implement policy, programs, procedures, work rules and regulations (including but not limited to safety rules and regulations);
t) require Employees to observe and obey the City's and Police Department's policies, procedures, ordinances, resolutions, rules and regulations; and
u) conduct periodic performance evaluations, subject only to the provisions of this contract.

2 In 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. The Police Chief shall continue as head of police operations and the chain of command shall be maintained.

3 The herein listed rights of the Employer are not all-inclusive, but rather are indicative of the types of matters and/or rights which belong to and are inherent to the Employer's general capacity as management. Any rights, powers and authority the Employer had prior to entering into this Agreement are retained by the City, unless and except as expressly and specifically modified, abridged, delegated or granted by this Agreement.

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

5 The exercise of management rights shall not preclude Employees or their representatives from raising grievances, only when the exercise of those management decisions on the above matters have the effect of violating the terms and conditions of this Agreement.

ARTICLE 3

WORK RULES, REGULATIONS, POLICIES AND PROCEDURES

A. CONFLICT

1. It is agreed and understood by the Parties to this Agreement that the Employer may formulate, alter, abolish, establish, revise, amend and implement rules and regulations, policies, procedures, programs, job classifications and job descriptions.

2. In the event of a conflict between the Employer's rules, regulations, policies and procedures and this Agreement, the express terms of this Agreement shall control.

B. RULE, REGULATION OR POLICY CHANGE AND NOTIFICATION

1. Notification of any new/revised/amended/abolished rule, regulation, policy, procedure, program, job classification and/or job description shall be provided to the Association by its posting or distribution at least thirty (30) days, if practicable, but not less then fifteen (15) days in advance of implementation. The intent of the Parties is to abide by the notice provisions set forth herein, however, if a situation arises that requires departmental action on an emergency basis or if there exists a current rule, regulation, policy or procedure that is not in the best interest of the Police Department as determined by the Police Chief or designee, the Police Chief or designee may address the emergency situation by abolishing the rule, regulation, policy, procedure or program or by implementing a new, revised, amended rule, regulation, policy, procedure or program without complying with the notice provisions set forth herein. The City must thereafter immediately notify Bargaining Unit Members by posting or distributing the change.

2. The Association may request negotiations to bargain any change which impacts permissive subjects of bargaining of this Agreement or submit comments on the matter in writing to the Chief or his designee, or as otherwise provided by law, 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 Association shall cooperate to expedite completion of the bargaining process.

3. Departmental rules, regulations, policies and procedures, and amendments/revisions thereto, approved by the Police Chief or his designee, or as otherwise provided, shall automatically become and be considered a formal part of the Agreement, but any grievance involving any departmental rule, regulation, policy, procedure and/or amendment/revision thereto is only grievable up to the City Manager or designee and is barred from arbitration.

C. EXAMINATION REQUIREMENT

1. The Employer, with explanation and justification, may require an Employee to submit to medical and/or psychological examination, at Employer's expense, if there is reason to believe a problem exists that may interfere with performance of the Employee's duties.
2. Such examination shall be scheduled during the Employee's regular working hours, if possible.
3. If the examination is scheduled during the Employee's off-duty time, he/she shall be compensated a minimum of two (2) hours or so long as required, if longer, at his/her overtime rate.
4. The failure of any Employee to present himself/herself for this examination as directed may subject him/her to disciplinary action, up to and including termination.
5. Paragraph one (1) shall not apply to instances where an Employee is required to obtain a doctor's statement regarding absence from work or limitation of activities.

ARTICLE 4

EMPLOYEE RIGHTS

A. PREVAILING RIGHTS

Any prevailing right that is not identified during the term of this Agreement shall not continue to exist as a prevailing right after September 30, 2001.

B. LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

1. The City recognizes its rights and obligations under the Police Officer, Bill of Rights, Section 112.531 et. seq., Florida Statutes, as amended.

C. CIVIL SERVICE PROTECTION

1 The Parties agree that grievances shall be processed solely in accordance with ARTICLES 30 and 31 Grievance and Arbitration Procedure. Where discipline is in the form of a termination, the Employee has the option of appealing the discipline through arbitration or a Disciplinary Appeal Panel under the provisions of ARTICLE 30 and 31.

2. An Employee subject to this Agreement shall not be entitled to grieve or appeal to the Civil Service Board for resolution of employment issues covered by this Agreement. Any matter arising solely under the Civil Service Board Rules and Regulations shall be appealed pursuant to the Civil Service Rules and Regulations.

3. When a grievant has the option of utilizing either the Association or civil service procedure, and has chosen the procedure to be followed, he may not later elect to reverse that decision and switch from the chosen procedure to the other.

4. In the event of conflicts between this Agreement and the City of Key West Personnel Policies and Procedure Manual, Civil Service Board Rules and Regulations or the Police Manual Rules and Regulations, this Agreement shall prevail.

D. NON-DISCRIMINATION

1. The City and the Association agree that the provisions of this Agreement shall be equally applicable to all Employees covered herein without regard to membership or non-membership in a labor organization, as provided by law.

ARTICLE 5

VEHICLES AND EQUIPMENT

A. SAFETY EQUIPMENT AND POLICIES

1. The Employer agrees to comply with all mandatory safety standards established by law.

2. Any Employee may submit to the Police Chief or designee any written suggestions and/or opinions concerning the safety and health conditions affecting his/her employment.

B. UNIFORMS AND EQUIPMENT

1. The Employer shall furnish the following to all certified officers, upon employment:

a. Four (4) uniform shirts;
b. Three (3) pairs of uniform trousers;
c. One (1) pair of work shoes/boots (officer preference) subject to City guidelines, and upon request, one (1) pair of dress shoes;
d. One (1) each: breast badge, hat, whistle, collar brass, name tag;
e. One (1) gun belt, including: appropriate holster for any approved duty weapon;
f. Double spare ammo carrier;
g. One (1) pair of handcuffs with case;
h. One (1) expandable baton and holder;
i. Four (4) snap or Velcro belt carriers;
j. One (1) portable radio and case;
k. One (1) set of rain gear;
l. One (1) department approved winter jacket;
m. One (1) durable flashlight with holder and traffic cone (batteries and bulbs as needed). The City has the option of providing one flashlight per car or per officer.
n. One (1) Department-issued hand gun and ammunition for duty and range (for both range practice and qualification);
o. Two hundred (200) rounds maximum per year to be provided for practice but can only be used under prescribed conditions;
p. One Department-issued properly fitted (gender specific) ballistic vest, minimum threat level 3A, or upon request with a waiver an Officer may request a level 2A vest;
q. Holsters and other such equipment may be changed if the City decides to change weapons.

2. The above-listed and any other City-issued equipment shall be repaired or replaced by the Department if the Police Chief or designee, in his sole discretion, determines said equipment is needed. This shall include any such equipment having been provided to the Employee prior to this Agreement.

3. The Parties agree that should an Employee be injured or killed in the line of duty, whether that Employee is wearing the Department-issued vest or not, his/her sole and exclusive remedy against the Employer is provided by 440 et. seq., Florida Statutes.

4. City-issued equipment which is damaged or destroyed as a result of Employee misconduct shall be replaced at the Employee's expense, in addition to any disciplinary action that may be instituted. The Police Chief or his designee shall determine whether equipment was damaged or destroyed as a result of Employee misconduct.

5. An individual officer may provide his/her own specific items of equipment instead of or in addition to City-issued equipment, provided such items meet or exceed City standards and are approved by the Police Chief or designee prior to its use. The decision of replacement or reimbursement of such individually provided equipment in event of damage or destruction shall be at the Chief or designee's discretion and determined on the same basis as City-issued equipment. The replacement of individually provided equipment shall be with City-issued equipment (except firearms which shall be replaced with the type of weapon destroyed) or reimbursement not to exceed City-issued equipment costs.

6. If a police officer's personal property is damaged or destroyed in the line of duty through no fault of the officer, as determined by the Police Chief or designee, the City shall repair or replace the personal property in an amount up to two hundred fifty dollars ($250.00). The Police Chief or designee shall have the final authority to determine the reimbursement, entitlement and value of any items other than watches or prescription glasses and contact lenses. The City will not repair or replace such items unless the officer reports that these items have been damaged before the end of that particular shift.

7. The City shall provide appropriate pins/patches (i.e. for F.T.O., motors) as earned and approved by the Police Chief or designee.

C. OPERATIONAL EQUIPMENT

1. The Employer shall furnish the following operational equipment (as applicable):

Marked Patrol Units (4 wheel and 2 wheel) with two-way radio, emergency lights, siren, p.a. system, spotlights and alley lights, shotgun, air conditioning and heating, first-aid kit (including alcohol, surgical gloves and resuscitator mask), emergency car door opening devices, and one half (1/2) hour emergency road flares

Portable copies (to include electronic copies): State statutes (one for each officer)

Portable copies (to include electronic copies): police-enforced City ordinances (one for each officer) (Current)

A paper/hard copy of State Statutes and/or City Ordinances will be provided, in addition to the electronic copy, to any officer who specifically requests a paper/hard copy.

Appropriate paperwork forms

Field test kits (controlled substance)

ARTICLE 6

TRAINING AND EDUCATION

The Department shall provide each officer with amended or new laws, court decisions and departmental or City rules and regulations as it deems appropriate.

The City shall provide an in-house training program, meeting F.D.L.E. standards that will provide, at a minimum, the 40-hours required for re-certification as a law enforcement officer. The City and Association agree to work together to avoid the overtime impact of this program. Whenever possible, the training will be provided on the officer's regular duty shift. When not possible, the Association and City will arrange appropriate shift changes. If the City mandates attendance at a particular course, the City shall pay all related costs, including overtime if appropriate. All budget constraints shall be considered prior to mandating attendance.

The City agrees to use every reasonable effort to help the Department secure access to the United States Navy firing range or other FDLE approved firearm range.

ARTICLE 7

DEPARTMENTAL OPERATIONS - STAFFING

1. Except as provided in this Agreement, the Employer reserves all rights to determine levels of staffing and deployment of police personnel, but recognizes that it is in the best interests of the citizens of Key West and in the best-interests of the men and women of the Police Department to maintain adequate police capability at all times to protect our citizens and insure the proper safety of our officers.
2. The Employer agrees to make a good faith effort to maintain a level of uniformed vehicle patrol watch staffing including, at least six (6) certified patrol officers with two supervisors, the second supervisor being optional, depending upon management needs and actual numbers of uniformed police officers working.
3. Special duty officers shall customarily be provided from off-duty personnel on an overtime or contractual basis for security, construction, traffic control, parades, etc. Nothing in this section shall prohibit the watch commander from assigning on duty officers to these types of duties as may be determined necessary by the Police Department command. The Employer will make a good faith effort to provide at least twenty-four hours advance notice for the need for special duty officers so adequate staffing can be provided.
4. The City agrees that during the term of this Agreement, it will not permanently contract out work currently being performed by Bargaining Unit Members; however, this will not prevent the City from having persons outside the City perform certain police-related functions on a temporary basis in unusual and/or emergency situations. The City agrees that no Bargaining Unit Employee shall be laid-off or replaced by a grant Employee or contract Employee. It is also agreed that the City will not contract out bargaining unit work solely in order to avoid the payment of overtime to Bargaining Unit Members.

ARTICLE 8

PROBATIONARY PERIODS

1. The standard probationary period for all new officers shall be three hundred sixty-five (365) calendar days from the date such officer completes the police minimum standards training and/or becomes a paid, full-time, certified officer, serving in a police officer_capacity and performing police officer duties for the City. Before the expiration of this time period, the Police Chief or designee may:
   a. Recommend retention of the officer with regular employee status, or if no recommendation for retention is made, the officer shall have regular employee status
   b. Recommend separation of the officer, whereupon such separation shall be immediate; or
   c. Recommend an extension of the probationary period not to exceed an additional ninety (90) days' service in the police officer capacity.
2. During an officer's probationary period, such officer serves at the will and pleasure of the Employer. The probationary officer shall not have the right to grieve any matter and may be terminated with or without cause.
3. If an Employee is promoted to a higher position, such Employee shall serve a probationary period of 270 consecutive days from the date of promotion, less any time-served (up to 90 consecutive days) in acceptable "acting" capacity in that position. Before the expiration of the promotional probationary period, the Police Chief or his designee may:
   a. Recommend retention of the officer in the promoted position, or if no recommendation for promotion is made before the expiration of the promotional_probationary period, the promotion shall be effective;

b. Not recommend retention of the officer in the promoted position, whereupon the officer shall revert to his/her previous position without loss of rights, benefits or privileges of that previous position; or

c. Recommend an extension of the promotional probationary period not to exceed an additional ninety (90) days' service in the promotional capacity.

ARTICLE 9

HOURS OF WORK AND OVERTIME

1. For those Bargaining Unit Members assigned to a twelve-hour shift, overtime will be compensated at a rate of one and one-half (1 1/2) times the applicable hourly rate of pay for any hours worked in excess of eighty-four (84) hours in a consecutive fourteen (14) day work period. Additionally, officers working the twelve-hour schedule will earn, and will be scheduled by management, a day off ("O –Day") upon the completion of two (2) consecutive work periods of eighty-four (84) hours. Holiday leave, sick leave, annual leave, funeral leave, military leave and any other paid approved leave shall be considered as "hours worked" for the purposes of earning the additional day off ("O–Day"). This shall not affect the definition of hours worked for overtime purposes. Days off must be used when scheduled. No more than thirty-six (36) hours of O–Day time may be accrued. In the event any employee accrues O-Day time above the thirty-six (36) hour maximum, that additional O-Day time may be scheduled by management as time off, or may be paid at the employee's straight time rate of pay because the four (4) hours of straight time accrued in each eighty-four (84) hour work period is accrued as six (6) hours of O-Day time.

2. The work week of Bargaining Unit Employees who are not assigned to the twelve-hour shift will average forty (40) hours of work. All work authorized to be performed by Employees in excess of forty (40) hours actually worked in a seven (7) day work period (beginning at the start of a shift on Monday morning and ends at the conclusion of the Sunday night shift) shall be considered overtime and shall be compensated in accordance with the Fair Labor Standards Act. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the applicable hourly rate of pay.

3. Holiday leave, sick leave, annual leave, funeral leave, military leave, jury duty, paid administrative leave, and any other approved absence shall not be computed as hours worked for computation of overtime pay.
4. Any officer called back to work while on annual leave shall not be charged annual leave and shall be compensated as if the hours were regularly scheduled. Except in cases of extreme local emergency (such as riot, insurrection or severe weather conditions, or the threat thereof), or when the Department is in an "alert" status, Employees will not be required to accept a call back when on annual leave.
5. When it is necessary for the Department to require Employees to return to work on either their day-off or on their regular work day (separated by 60 minutes of relief of duty), the officers shall be paid a minimum of three hours at their overtime rate. Call back events include, but are not limited to, parades, City Commission meetings, construction traffic control, and other special events. Any Bargaining Unit Member called back for duty shall be paid in accordance with the Fair Labor Standards Act and may be required to work a minimum of three (3) hours.
6. Any Bargaining Unit Member required to respond to a job-related subpoena, (even where that subpoena related to employment with another agency as a law enforcement officer) with a daily maximum of (8) hours paid when out of town, court appearance or intake hearing on off-duty time shall be paid a minimum of three (3) hours of pay at their overtime rate and may be required to work a minimum of three (3) hours.

7. An officer whose shift is being changed on an extended basis shall be notified in writing of the change not less than fourteen (14) calendar days in advance of the change. This 14-day notice may be waived upon consent of the Employee or if the change is declared an

emergency by the Police Chief or his designee. An emergency shall be an unanticipated occurrence as a result of which a prompt shift change is necessary to avoid a substantial loss of departmental effectiveness or efficiency. The City agrees to provide thirty (30) days prior notice in the event of a change in the departmental shift schedules (as opposed to individual shift schedules) in place at time of ratification of this Agreement. The City agrees to consider practical scheduling alternatives proposed from time to time by the Association.

ARTICLE 10

OFF-DUTY DETAILS AND/OR SECONDARY EMPLOYMENT

1. Off-duty details and/or secondary employment shall be permitted, so long as regularly scheduled duty is not interfered with or impaired, and there is no conflict of interest.
2. Special (or extra duty) details will be handled by a coordinator appointed by the Chief of Police or his designee. The coordinator shall determine manpower and supervisory needs, with appropriate consultation and approval of the Police Chief or his designee, and shall be distributed fairly.

ARTICLE 11

PROMOTIONS

1. Promotions to sergeant and lieutenant shall be made in accordance with the Civil Service Board Rules and Regulations, City Policies and Procedures Manual and Key West Police Department Directives Manual. If there exists any conflict between the promotional rules of the Civil Service Board and this Agreement, this Agreement shall control.
2. A patrol officer must be of good standing in grade for three (3) continuous years of service before being permitted to take the promotional examination for sergeant. In the event a patrol officer has or completes an associate's degree in police science or police-related field, the time-in-grade requirement shall be two-and-one/half (2 1/2) continuous years of service. In the case of a bachelor's or higher degree, the time-in-grade requirement shall be two (2) years continuous years of service.
3. A sergeant must be of good standing in grade for three (3) continuous years of service before being permitted to take the promotional examination for lieutenant. In the event a sergeant has or completes an associate's degree in police science or police-related field, the time-in-grade requirement shall be two-and-one-half (2 1/2) continuous years of service. In the case of a bachelor's degree the time-in-grade requirement shall be two (2) continuous years.
4. The Police Chief or his/her designee may waive the above time-in-grade requirements or decrease the time requirements if there are no eligible test takers. Time-in-grade-requirements may be waived to one year less in event of openings with no one eligible to take appropriate promotional exams (sergeant, lieutenant). If necessary, a second year may also be waived.
5. Promotional exams shall continue to be administered by the Civil Service Board. The exams shall be kept current and shall be relevant to policing in the City of Key West.

6. An individual reduced in rank for violation of City and/or departmental or Civil Service Board rules must serve in the reduced grade for three (3) continual years before becoming eligible for promotion.
7. A failed hiring or promotional test may not be waived.

ARTICLE 12

FINANCIAL – WAGES

1. The City and Association agree that the Step Pay Plan (Attachment A) is incorporated in this Agreement and that this "Step Pay Plan" shall be valid for the duration of this Agreement, with the following increases:
    a. Upon ratification, every currently sworn officer also employed as of October 12, 2021, shall receive a $5,000.00 bonus, not factored into base salary or pension and subject to customary taxes. This payment will be made on or before May 6, 2022. This bonus reflects the efforts of officers during the Coronavirus pandemic. Should the federal government challenge the use of the City's funding source for payment of the bonus, the Parties agree to meet to discuss the federal government's challenge in an effort to insure that the bonus monies do not originate from City coffers.
    b. Effective and retroactive to the first full pay period on or after October 1, 2021, the step amounts will be increased by 4.5%.
    c. Effective in the first full pay period on or after October 1, 2022, the step amounts will be increased 4.0%
2. Any Bargaining Unit Member placed "on call" and required to remain immediately available for activation shall receive twenty-five dollars ($25) per day for each day of "on call" status.

ARTICLE 13

ASSIGNMENT PAY

1. Any officers assigned as field training officers (FTO) shall receive a three and one half percent (3.5%) assignment pay increase for those hours he/she actually works as a FTO. Such FTO assignment increase shall be removed should the officer be reassigned.

2. Any officer assigned to the Detective Division shall receive a three and one half percent (3.5%) assignment pay increase for those hours he/she actually works as a detective. Such increase shall be removed should the officer be reassigned out of the Detective Division.

3. Any officers assigned as Motorcycle officers, Police Divers, School Resource or SRT shall receive a three and One half percent (3.5%) assignment pay increase for those hours he/she actually works as a Motorcycle officers, Police Divers, School Resource or SRT officer. Such assignment increase shall be removed should the officer be reassigned. Any Crime Prevention officer receiving assignment pay under the current CBA shall continue receiving such benefit until such officer gets reassigned, resigns or retires.

4. Uniformed road patrol officers, sergeants and lieutenants who are regularly assigned to the Alpha/Bravo shift (night shifts from 5:00pm to 5:00am or from 6:00pm to 6:00am) will receive a midnight shift differential in the amount of a three percent (3%) increase above the employees' base pay for those hours he/she actually works on his/her assigned midnight shift. Such midnight shift differential increase shall be removed should the officer be reassigned to a different shift or out of the Uniform Road Patrol division. Effective on the date this 2014-2017 Agreement is ratified by both parties, the midnight shift differential shall be included in the rate of pay for hours that a midnight shift officer is paid to respond to a job related subpoena, court appearance, or intake hearing while the officer is off-duty.

5. At such time as an officer no longer serves in any special duty capacity or in an assignment, the officer's salary shall be reduced by the appropriate special duty or assignment incremental amount discussed in paragraphs 1, 2, 3 and 4 above and shall not be entitled to the pay allowances associated with that special duty or assignment.

6. The cessation of an officer's regular or temporary special assignment will not be considered a demotion.

ARTICLE 14

PAY ALLOWANCES

1. Patrol Officers

   a. Uniform patrol officers shall receive a monthly uniform cleaning/repair allowance of eighty-five ($85.00) dollars per month.

   b. Uniform patrol officers shall have their uniforms replaced by the Department when the Department determines it is necessary due to ordinary wear and tear or damage occasioned in the line of duty.

2. Detectives

   a. Detectives shall receive a monthly clothing/cleaning allowance of one hundred and twenty-five ($125.00) dollars per month.

   b. Detectives shall receive an automobile allowance of two hundred ($200) dollars per month when the detective uses his/her personal vehicle for this assignment.

3. Educational Incentive

   a. Members shall be entitled to a two percent (2%) increase in their base wage upon earning a Bachelor's degree.

   b. Members shall be entitled to an additional two percent (2%) increase to their base wage (totaling 4%) upon earning a Master's degree.

ARTICLE 15

OUT OF CLASS PAY

In situations where there are not two officers of rank on a watch and a need to appoint an acting Sergeant is determined by the shift supervisor as provided by departmental policy, the officer working out of classification shall receive three and one half (3.5%) percent of the officer's current salary. Selection of an acting Sergeant shall be at the discretion of the shift supervisor and in accordance with departmental policy.

ARTICLE 16

INSURANCE COVERAGE

1. The use of personal vehicles on City business is covered under the City's self-insurance program. (Liability, deductible of physical damage). The City will pay the difference in any policy amount which is created because an Employee uses his/her personal vehicle for work.
2. Any Employee using a City-owned or rented vehicle in lieu of his/her personal vehicle shall refund the allowance referenced in C. above on a pro-rated basis. Police administration shall log City vehicle usage to ensure accountability.

ARTICLE 17

LONGEVITY PAY

Bargaining unit members after having completed ten (10) years or more of continuous service, shall receive a lump sum payment on their anniversary date as follows, with the increased lump sum payment noted below in the right-hand column that will become effective on anniversary dates that occur on or after October 1, 2016:

Year 11	$2,000.00
Year 12	$2,000.00
Year 13	$2,000.00
Year 14	$2,000.00
Year 15	$2,000.00
Year 16	$3,000.00
Year 17	$3,000.00
Year 18	$3,000.00
Year 19	$3,000.00
Year 20	$3,000.00
Year 21 and over	$3,000.00

ARTICLE 18

PERFORMANCE EVALUATION AND APPEAL

A. ANNIVERSARY PERFORMANCE EVALUATION

1. It is the policy of the Key West Police Department to conduct annual Performance evaluations of Employees. The purpose of this Article is to establish the policy and procedure to be used to appraise an Employee's work performance, productivity, effectiveness, and compliance with rules and regulations. The evaluation process will also facilitate communication between supervisors and Employees, provide accurate information which may be used in making of personnel decisions and improve Employee job performance generally.

2. Annual performance evaluations shall be performed and prepared by the Employee's immediate supervisor (rater) within 30 days prior to the anniversary date. The evaluation forms to be used will be attached hereto as Appendix C.

3. Non-probationary Employees shall receive at least an annual evaluation. Informal periodic Employee conferences conducted during the rating period provides both the rater and Employee with an opportunity to discuss the deficiencies that might otherwise be cited as below satisfactory. This will provide the Employee the opportunity to improve job performance before the end of the evaluation period. The key to effective Employee performance counseling is to encourage the Employee to expend greater effort to improve job performance and thereby increase the likelihood of success and advancement in the Department.

4. The evaluation reports will be prepared by the Employee's immediate supervisor and reviewed by their intermediate supervisor (reviewer). In the event an Employee had other immediate supervisors during the same rating period the current immediate supervisor shall confer with those supervisors prior to preparing the annual performance evaluation.

5. The evaluation reports will provide guidelines for performance improvement or as positive feedback for good job performance.

6. Employees who are transferred to another supervisor/division or if a supervisor is transferred, then the Employee will be evaluated prior to transfer if sixteen (16) weeks or more of an evaluation period has elapsed. This evaluation will be taken into account when the current supervisor prepares the annual performance evaluation.

7. Prior to preparation of the Annual Performance Evaluation, the rater will review the Employee's job duties, the Employee's evaluation reports, and the Employee's personnel file as necessary to complete the Annual Performance Evaluation Form.

8. The rater will evaluate the Employee's job performance; provide specific narrative examples in the space provided; and outline any action plan which has been established to improve performance, or to improve promotability of the Employee.

9. The rater shall indicate for eligible Employees if regular status is granted.

10. The completed evaluation form will be reviewed and signed by the supervisor of the rater (reviewer).

11. The reviewer's responsibility is to review the performance evaluation for accuracy, objectivity, procedural preparation and completion, and ensure that the standards and methods used to evaluate the level of performance are consistent. The reviewer does not have the authority to make unilateral changes on any evaluation. If the rater and the reviewer cannot agree on an evaluation, their respective positions will be reduced to writing and submitted to the Police Chief or his designee who will be consulted to resolve the issue. The rater will schedule a conference with the Employee to discuss the performance evaluation and to establish goals for future performance.

12. Distribution of the Annual Performance Evaluation Form will be made to the Employee and the rater. The Departmental Personnel Section and the City Personnel Office will receive final copies.

13. Each Employee shall sign the Annual Performance Evaluation. The Employee's signature indicates receipt of the evaluation. The Employee shall be given the opportunity to add written comments in the appropriate section of the form, and it is the responsibility of the Employee to submit written comments within ten (10) working days of receipt of such evaluation.

B. PERFORMANCE REPORT RESTRICTIONS

1. Details concerning specific facts and circumstances of past counseling and disciplinary actions administered to an Employee will not be restated or alluded to in a performance evaluation report if the information is not relevant to the current rating period.

2. However, if a rating supervisor determines that past disciplinary and counseling incidents should be made a matter of permanent record in a performance report, care and caution will be exercised so that the comments are stated in a brief, clear, and concise manner.

C. ANNUAL PERFORMANCE EVALUATION APPEAL

1. A regular Employee who has received an overall annual evaluation of "Unsatisfactory", "Needs Improvement", or "Satisfactory" must first request a review of the Annual Performance Evaluation by the Police Chief within ten (10) working days of receipt of the evaluation. The Police Chief or his designee may recommend changes or alterations or return the evaluation unchanged to the Employee. If the decision of the Police Chief or his designee is not acceptable to the Employee, the Employee shall have the right to continue the appeal to a three (3) member panel. There is no appeal of "Above Satisfactory" rating.

1. The appeal to the panel will be made in writing to the City Manager within fourteen calendar days of receipt of the written decision. The panel shall be convened within thirty (30) days of receipt of the appeal, unless extended by mutual agreement.
2. This three (3) member panel shall be comprised of law enforcement officers selected from any federal, state, county or municipal agency within Monroe, Dade or Broward County, or former law enforcement officers who are currently members of the criminal justice system.
3. The Employee and the Police Chief/designee shall each select one panel member, with the third member selected by the other two members. Neither the Police Chief, the rater, family members (by blood or marriage), the reviewer of the affected Employee, nor anyone who has demonstrated a prejudice either against or on behalf of the affected Employee will be eligible to serve as a panel member. In the event that the two (2) selected members cannot mutually agree to the third panel member within seven (7) calendar days, then each party will select another panel member on their behalf. If the two (2) new selected members cannot mutually agree to the third panel member within seven (7) calendar days, then the Association/ employee and the Police Chief will select the third member by alternate striking from a mutually agreed to list.
4. The Appeal will be informal and a transcript is not required. The panel's review will be limited to determining whether the evaluation procedures of this Agreement were complied with as well as whether the rater and reviewer prepared the evaluation in an objective manner. It is recognized that individual panel members do not have actual knowledge as to an Employee's actual performance during his/her rating period. Accordingly, the panel may increase the rating of an evaluation (e.g. from "needs improvement" to "satisfactory", etc.) only where it can determine that an Employee would have received a higher rating on his/her evaluation before the fact that the evaluation was affected by bias on behalf of the rater or the reviewer. In all

other cases, the panel will state, in writing, the deficiency found in the evaluation, and will refer it back to the Police Chief or his designee, who will insure that a new evaluation is performed in compliance with the panel's directions.

5. The written decision of the panel shall be rendered to the Employee within thirty (30) days of the hearing. This decision shall be final and binding.

6. The Employee and the City have a right to be accompanied by a representative of his choice at the hearing.

7. If the Employee's evaluation is found to be "above satisfactory" by the panel, the Employee shall receive the performance increase retroactive to his anniversary date.

8. If an Employee is unsuccessful in appealing an evaluation which is satisfactory or less and which causes a merit raise to be deferred, that Employee shall have no right to appeal the deferred evaluation which results in a rating of "unsatisfactory", "needs improvement" or "satisfactory".

ARTICLE 19

INSURANCE PROTECTIONS

A. HEALTH AND ACCIDENT INSURANCE

The Employer agrees to provide health and accident insurance coverage, including major medical, dental and optical, for regular full-time Employees subject to the following:

1. 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. For all employees hired after the ratification date of this agreement will be eligible for health, dental and optical coverage beginning the first of the month following 60 days of employment and shall contribute $25.00 per pay period for such 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 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.

B. LIFE, ACCIDENTAL DEATH/DISMEMBERMENT

1. The Employer shall provide $15,000.00 life insurance and accidental death/dismemberment protection, with the Employer paying the premiums.

C. DEATH IN THE LINE OF DUTY

In the event an officer is killed in the line of duty; the City shall provide ten thousand ($10,000.00) dollars for funeral expenses, separate from and in addition to any other monies due the officer, or his/her beneficiaries, as provided by State or Federal law.

ARTICLE 20

ON-THE-JOB INJURY (MUST BE REPORTED)

In the event the City Manager or designee determines an Employee covered by this Agreement has sustained an on-the-job injury, incurred while acting in the line of duty (for the purposes of this section a line of duty injury shall mean an injury incurred while the officer is in fresh pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county of municipal ordinance; while the officer is engaged in the performance of patrol or investigatory duties; when an officer is unlawfully or intentionally injured by another while on duty, ~~or~~ when the officer is engaged in training exercises, or when an officer is working at an authorized extra-duty employment detail and is injured while on that extra-duty employment detail performing a law enforcement function acting in the line of duty as a police officer, the City agrees to do the following:

Pay said Employee one hundred (100%) percent at his/her regular rate of pay (i.e. salary) for up to six (6) months after the injury is sustained. No Employee seeking benefits under this section shall ever receive more than one hundred (100%) percent of his/her bi-weekly pay from the City. On-the-job injuries shall mean any injury that occurs while in the performance of their assigned duty.

1. If an injured Employee is absent from work for more than six (6) months, whether or not he is receiving workers' compensation, the Police Chief or designee, 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, deems appropriate. Said decision shall not be subject to the grievance/arbitration procedure.
2. Alternatively, if the Employee is absent from work for more than six (6) months, and the City Manager or his/her designee, in his/her sole discretion, determines a need to fill the Employee's position, he/she, or his/her designee may terminate the Employee. The Police Chief or designee

may choose to put the Employee on a preferential hiring list for a period not to exceed twelve (12) months.

3. When so directed by the City, any Employee on a disability leave shall present himself/herself for 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 his/her disability leave and may subject him/her to disciplinary action up to and including termination.
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 light duty work, provided light duty work is available and approved by the Police Chief or designee as a condition to receiving the benefits specified in paragraphs 1 and 2 above.
5. The six (6) month period mentioned in paragraph 2 above is any six (6) months, per injury, within a twenty-four (24) month period from date of injury. Said six months need not be consecutive.
6. Nothing herein shall be construed to limit the right of a Bargaining Unit Member to full pay status when such status is required by Florida Statute 440.15 (11).

ARTICLE 21

PENSION/RETIREMENT

1. Employee pension payroll deductions shall begin at date of hire.
2. The current pension plan may be changed from time to time upon recommendation of the Pension Board and approval by the City Commission. The Association will be given advance notice and the opportunity to respond to any changes prior to any City Commission meeting where a change to the pension plan is being considered.
3. Each Bargaining Unit Employee who retires on length of service or medical disability shall be issued a badge and identification card clearly marked "retired."
4. The City's Police Pension Plan ordinance shall be changed to include a military buy-back option and a prior law enforcement 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 law enforcement 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 law enforcement 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 law enforcement 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 185, Florida Statutes, etc.

ARTICLE 22

HOLIDAYS

1. The Employer agrees to observe the following holidays:

New Year's Day	Labor Day
Martin Luther King's B'day	Columbus Day
President's Day	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

2. If any part of an officer's shift falls during the twenty-four (24) hour period constituting a holiday, the officer shall be paid at double his/her normal rate of pay for that entire shift ("holiday" rate). In the case of the 6:00pm to 6:00am (or 5:00 p.m. to 5:00 a.m.) shift, where parts of two (2) shifts could fall on the same holiday, only the first such shift shall be at "holiday" rate; the second shall be at regular pay rates.

3. For the purposes of this Agreement, "holiday" pay shall also be paid on those occasions when City Hall is closed for business, except for acts of God, on weekends or on the two (2) "floating holidays" designated by the City Manager.

4. If an officer is off-duty on a designated holiday, he or she shall be paid eight (8) hours at his/her straight-time rate.

5. Bargaining Unit members, at their option, may choose to accrue 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 Association member's separation from the City.

ARTICLE 23

ANNUAL OR VACATION LEAVE

Full-time Employees are entitled to annual leave with pay, based on years of creditable service. For all Employees hired prior to December 12, 1995, the annual leave accrual shall be as follows:

LENGTH OF SERVICE	RATE OF ACCRUAL PER PAY PERIOD
1 to 3 Years	4.62 hours for 12 hour work day
	3.85 hours for 10 hour work day
	3.08 hours for 8 hour work day
3 to 10 Years	6.92 hours for 12 hour work day
	5.77 hours for 10 hour work day
	4.62 hours for 8 hour work day
Over 10 Years	9.23 hours for 12 hour work day
	7.69 hours or 10 hour work day
	6.15 hours for 8 hour work day

For all Employees hired after December 12, 1995, the annual leave accrual shall be as follows:

LENGTH 0F SERVICE	RATE OF ACCRUAL PER PAY PERIOD
1 to 5 Years	4.62 hours for 12 hour work day
	3.85 hours for 10 hour work day
	3.08 hours for 8 hour work day
5 to 10 Years	6.92 hours for 12 hour work day
	5.77 hours for 10 hour work day
	4.62 hours for 8 hour work day
Over 10 Years	9.23 hours for 12 hour work day
	7.69 hours for 10 hour work day
	6.15 hours for 8 hour work day

1. If an observed holiday falls within the Employee's annual leave period, the leave may be extended by one day, with prior approval of the Police Chief or designee.
2. Annual leave will be taken on approval through the chain of command.
3. Dispatcher annual leave shall not affect scheduling of annual leave by certified officers.
4. With approval through the chain of command, a patrol officer may be on annual leave at the same time as his/her sergeant or lieutenant.
5. Requests for annual leave should be submitted at least 30 days before the time requested. The City shall, if submitted as provided above, provide a response within seven (7) calendar days of

the date the request is received. Annual leave may be utilized on a day-by-day basis, in which case the City shall provide final response within 72 hours of the date the request is received. The City agrees that every consideration will be shown in an attempt to avoid cancellation of an officer's leave, however, such decisions are at the discretion of the Police Chief or designee as his sole and exclusive right.

6. If approved leave is canceled by the City, payment of non-refundable monies paid out by the Employee shall be reimbursed by the City on a case-by-case basis by the Police Chief or designee. The City agrees to establish reasonable criteria for application of this section.
7. Annual leave shall be paid on an hour-for-hour basis.
8. As of September 30 of any given year, the amount of accrued annual leave that may be carried over to the next fiscal year is the Employee's current annual accrual rate as of September 30 of the current fiscal year. Upon documentation of a pattern of denial, the amount of annual leave that has been denied may either be transferred to sick leave or carried over to be used long with all new annual leave, by the appropriate date. An Employee, upon a showing of extenuating circumstances, may request the City Manager to authorize a buy-out of accrued annual leave prior to his/her separation from the City. The City Manager will consider each request on a case-by-case basis. The City Manager's decision is final and non-grievable.
9. 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 a buy-out cap of 240 hours.

ARTICLE 24

SICK LEAVE

For the purposes of this agreement "continuous service" shall include military, educational, funeral and other approved leaves of absence, but not bridged time.

Full-time continuous service Employees covered by this Agreement who work an eight (8) hour work day will accrue 3.69 hours per bi-weekly pay period. Full-time continuous service Employees covered by this Agreement who work a ten (10) hour workday will accrue 4.62 hours per bi-weekly pay period. Full-time continuous service Employees covered by this Agreement who work a twelve (12) hours workday will accrue 5.54 hours per bi-weekly pay period. The minimum charge for sick leave shall be one quarter hour (15 minutes), with usage rounded up to the next quarter hour.

1. Employees may accrue unlimited amounts of sick leave. As of October 1, 1992, the number of sick leave hours available for buyout upon termination is capped at 720, or the number of hours on the books as of September 30, 1992, whichever is more. Those Employees with more than 720 hours as of that date will be considered to have a "grandfathered" cap. Leave accrued in excess of the capped amount may be used as set forth above. Leave subject to buy out may be transferred to another Employee per the City's sick leave transfer policy.
2. When an Employee with a "grandfathered" cap uses or transfers such leave so as to bring the balance to an amount lower than the original cap, the new cap amount shall be the lower balance, provided that the balance does not go lower than 720 hours. In no case, shall the sick leave cap be less than 720 hours.
3. Upon separation from the City, an Employee hired prior to October 1, 2004 shall be paid for each hour of accrued sick leave, at his/her current rate of pay, up to the capped amount. Upon separation from the City, unless the Employee has been terminated for just cause involving acts

that are immoral or constitute a felony, or resigns under threat of such termination, the Employee hired on or after October 1, 2004 shall be paid for each hour of accrued sick leave, at his/her current rate of pay, up to the capped amount according to the following schedule:

Years	Percentage of Hours Paid
0-3	0%
4-6	50%
7-9	75%
10+	100%

4. The City may attempt to place an officer who is not capable of fully returning to duty to a light duty status if there is sufficient work to warrant such assignment as determined by the Police Chief or designee.
5. Incentive Award Days shall be granted as shown below with the exclusion of any officer(s) separated or retired from City employment. Incentive Award Days shall be authorized, for the duration of this Agreement.
6. One (1) Incentive Award Work Day (regardless of shift assignment) will granted for each half year (6 month period of time) as of October 1 of each year in which no sick leave is used. Each half year is independent of the others.
7. Two (2) Incentive Award Work Days may be earned during the fiscal year at a rate of one (1) per half year (October 1 - March 31; April 1 – September 30).
8. Any time sick leave is used during any quarter, no Incentive Award Work Day shall be earned in that six-month period.
9. Notwithstanding Article 7(B), new officers employed by the City between fiscal year quarters will accrue and be entitled to use Incentive Award Work Days commencing with the first day of the next six-month period, however, if the employment date occurs during the first forty-five (45) days of the fiscal quarter, the accrual period will be retroactive to the first day of the period.

10. Newly hired probationary employees 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 has the opportunity to complete the full twelve (12) month probationary period.

ARTICLE 25

FUNERAL LEAVE

1. Any full-time Employee shall 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) work days. If the funeral is out of town, up to two (2) additional work days for travel time will be granted.

2. 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.

3. If additional time is necessary, it shall be taken as annual leave. If annual leave has been exhausted, sick leave may be requested with advance authorization by the appropriate Department Head or City Manager or designee. The Employee must notify his/her immediate supervisor upon making the determination to take time off from work.

4. 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.

5. Any full-time Employee may be granted funeral leave in the event of a local funeral service of the Employee's personal friend and/or due to professional relationships, upon approval of the Chief of Police or designee. The employee may be granted up to four (4) hours leave with pay under this situation, and shall not be grievable if denied.

ARTICLE 26

PERSONNEL REDUCTION

A. In the event a reduction in force becomes a justifiable economic necessity, the Employer shall notify the Association, in writing, of the necessity and its justification, at least fifteen (15) days prior to any cut-back action. Economic necessity shall mean a managerial determination that a reduction in the number of employees is necessary, excluding the acts or delinquencies of an individual employee. Such a determination is not subject to the grievance procedures set forth in this Agreement, nor shall it constitute an unfair labor practice.

If reduction in force becomes a recognized economic necessity, normal attrition shall be the first step, and then the following procedures:

1. The department shall determine the areas and positions in which reductions can be made with least deleterious effect and the number of positions affected, and shall notify the Association in writing at least five (5) days in advance of any further action.
2. Seniority shall be the sole determining factor utilized in layoff and recall actions. Seniority shall be defined by continuous (not bridged) service by a certified officer in the department or if the layoff occurs in a single rank, continuous service in rank.
3. In layoff, the officers with least seniority and the least rank shall be first laid off, and officers with the most seniority shall be the last laid off. In event of equal seniority, the lower rank shall be laid off. In the event that both seniority and rank are the same, a flip of the coin shall decide the layoff.
4. Employees to be laid off shall be notified in writing as soon as possible after the decision has been made, but not less than sixty (60) days prior to the effective date of such layoff. The Employer shall actively assist affected employees in obtaining employment elsewhere.

B. In event of recall of Employees after a layoff, the layoff procedures shall be reversed:

1. The department shall determine areas and positions to be affected, and the number of positions to be refilled.

2. Officers with the most seniority shall be recalled first; least seniority shall be recalled last. In the event of equal seniority, the higher rank will be first recalled. In event of both accrual seniority and rank, a flip of the coin shall decide first recall.

3. Recalled employees shall be so notified by registered letter to their address of record, with thirty (30) days to return to work, and notice to the department of intent to return no less than fifteen (15) days prior to the return date.

C. Any laid-off employee who would have qualified for retirement or whose retirement would have vested during the lay-off time, shall be-permitted to work that period of time necessary to acquire needed service for retirement or vesting of retirement.

D. An employee laid off under this article shall have opportunity to continue existing insurance coverage by paying the full cost of premiums on a monthly basis, in advance, as provided for by State/Federal law.

E. Recall shall be at the current rate of pay for the classification. Upon recall, all credit for salary, fringe benefits and seniority shall be restored. The recalled Employee's salary and benefits shall be no less than that at the time of layoff unless otherwise provided by the Agreement. Employees shall retain recall rights for eighteen months from the date of layoff.

ARTICLE 27

INTERNAL INVESTIGATIONS

The City recognizes its rights and obligations under the Police Officer Bill of Rights, Section 112.531 et. seq; Florida Statutes, as amended. Whenever a Bargaining Unit Member is subject to "Summary Disciplinary" action which could lead to disciplinary action, such as demotion, suspension or termination. The City recognizes its rights and obligations under the Police Officer Bill of Rights, Section 112.531 et. seq; Florida Statutes, as amended. Whenever a Bargaining Unit Member is the subject of an internal affairs investigation and is subject to interrogation or interview by members of his agency for any reason which could lead to disciplinary action, such as demotion, suspension or termination, such interrogation or interview shall be conducted in accordance with Section 112.532(1).

1. The Department shall advise, promptly, any concerned officer against whom a complaint or accusation has been made.
2. The Department will make every reasonable effort to obtain complainant's statements under oath. Said complaints shall be taken and sworn to on a standard form.
3. Hearsay/anonymous complaints shall be reviewed informally to determine if there is any basis in fact. If none is found, the matter shall be dropped and not noted in the officer's Personnel file.
4. Should any matter go beyond informal review to the investigatory stage, any officer questioned shall be advised, prior to questioning, the nature of the investigation and whether the officer is a witness, or the subject of the investigation.
5. The subject of any internal disciplinary investigation shall be advised, in detail, prior to questioning, of any and all allegations. At the same time, the officer shall be provided a copy of all evidence related to the incident prior to the subject member's interview in accordance with State law.

6. In event of criminal allegations, the officer shall be given his/her Miranda rights.

7. In any case in which disciplinary action may result which will be recorded in the officer's personnel file, the officer shall be afforded reasonable opportunity if desired to secure and consult legal counsel, and to have counsel present for any questioning.

8. Upon conclusion of an Internal Affairs investigation, the subject of the investigation shall be notified, in writing, within five (5) workdays of the disposition of the case.

9. No Employee shall be required for any reason to submit to a polygraph test or any other device purporting to measure truthfulness of response.

10. An officer who executes a written statement during an investigation shall be entitled, upon request, to receive an exact copy of such statement.

11. Unless required by law, neither Employer nor Association will voluntarily make any public statements concerning the merits or substance of an alleged violation before an internal investigation has been completed.

12. Only "sustained" findings may be inserted in an officer's personnel record. "Unfounded" findings shall neither be inserted in the officer's personnel record nor referred to in performance evaluations.

13. "Sustained" findings shall be those in which the complaint, charge or accusation has been substantiated and confirmed in fact.

ARTICLE 28

DISCIPLINARY ACTION

1. Employees shall not be dismissed or disciplined resulting in loss of pay or benefits except for just cause. All disciplinary actions including written reprimands, demotions, suspensions, and dismissals of Employees who have successfully completed the probationary period, shall be appealed through the grievance and arbitration procedure. Employees may appeal a demotion, suspension or dismissal by filing a written grievance with the Police Chief (Step II) as is provided in Article 30 and 31 GRIEVANCE AND ARBITRATION PROCEDURE, provided however, that there shall be no right to arbitrate discipline if it is in the form of written reprimand. In cases of written reprimand, the final authority to determine the merits of the grievance rests with the Chief.
2. Each officer shall be furnished a copy of any disciplinary action placed in his official personnel file, and shall be permitted to respond thereto.
3. Any charges against an officer must be specific and clearly drawn from a violation of law, City rules and regulations and/or Departmental rules, regulations and orders.
4. No vague or ambiguous language such as "conduct unbecoming an employee" shall be used unless supported by specific factual incidents or charges.
5. The Employee subjected to the disciplinary action shall be informed in writing of the charges against him.
6. The Employee who is completely exonerated through the disciplinary appeal process will have the right to have all documents and reports purged from the personnel file maintained by the City, if the law permits.
7. Changes of shifts, schedules and assignments shall not be used as punitive action.

ARTICLE 29

PERSONNEL RECORDS

1. The personnel file maintained by the office of human resources shall be designated the "official personnel file". The official personnel file shall contain no disciplinary related item which has not been inspected, and signed, by the Employee. Employees shall sign such documents prior to their being placed in their official personnel file. However, such signature shall only indicate the Employee's receipt of such documents. Refusal by the Employee to sign such documents shall be documented and witnessed upon the document, and shall serve the purpose of the Employee's signature to the extent that the document may then be placed in the Employee's official personnel file. Files may be purged of specific documents as authorized or required by law.
2. The personnel record of each Employee shall be kept confidential, except those items which are made available to the public under Florida Statutes, Chapter 119.
3. Upon reasonable request, any Employee shall have the right to inspect his or her official personnel record wherever kept. The Employee shall have the right to have duplicate or photo-copies made for his or her own use, at a reasonable cost.
4. Employees shall have the right, within thirty (30) days of notification, to add to the personnel records written refutation of derogatory materials, including performance evaluations and/or citizen complaints.

ARTICLE 30

GRIEVANCE PROCEDURE

In a mutual effort to provide a harmonious working relationship between the Parties to the Agreement, it is agreed to and understood by the Parties that the following grievance and arbitration procedure shall cover matters bearing upon discipline or discharge, except as otherwise provided in this Agreement. It is also agreed to and understood by both Parties that the following shall be the procedure for the resolution of grievances between the Parties arising from terms and conditions of employment or from the interpretation or application of this Agreement.

1. A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the terms and conditions of employment except as otherwise provided in this Article. Disciplinary matters or termination are expressly grievable and arbitrable; written reprimands are grievable but not arbitrable. The final decision in cases of written reprimands rests with the Chief of Police or designee. Refusal to process a grievance or appeal, follow time limits contained in this Article, permit an Employee the right to representation or denial of a right to receive a reply are expressly grievable. An arbitrator has no jurisdiction to consider any other matters as grievances.

2. No management right reserved solely to the authority of the City by the terms of this Agreement shall be the subject of a grievance, however, the exercise of such management rights shall not preclude Employees or their representatives from raising grievances, should management's decisions on these matters have the practical consequence of violating the terms and conditions of this Agreement.

3. The Association and the City have the inherent right to bring a grievance action in their own name and on their own behalf concerning disputes relating to contract interpretation and application.

Such a grievance will be filed directly at Step II. Grievances shall be processed in accordance with the following procedures:

Step I - The aggrieved Employee or his representative (which may be an attorney), shall informally discuss the grievance with the City Attorney or his designee within fourteen (14) calendar days of the occurrence of the alleged grievance or time the aggrieved Employee knew or should reasonably have known of the event giving rise to the grievance. The City Attorney or his designee shall adjust the matter or respond to the grieving party as soon as possible, but no later than seven (7) calendar days following its submission. If the event(s) which gave rise to the grievance occurred at a time when the Employee was on annual leave, sick leave, or other authorized leave, the fourteen (14) calendar day period specified in Step I shall commence immediately upon the Employee's return from authorized leave.

Step II - If after a thorough discussion with the City Attorney or his designee a grievance has not been satisfactorily resolved at Step 1, the aggrieved employee or his representative (which may be an attorney) may formally appeal the grievance to the City Attorney or his designee in writing within seven (7) calendar days after the aggrieved Employee receives the informal response in Step 1. The aggrieved Employee may request a meeting with the City Attorney or his designee. If a meeting is requested, the City Attorney or his designee shall meet with the aggrieved Employee and his representative (if represented) within seven (7) calendar days of the request for a meeting, however either party may request that this time frame be extended should either party be unavailable within seven (7) calendar days. The City Attorney or his designee shall respond to the Employee and his representative (if represented) in writing within seven (7) calendar days from the date of the meeting or, if no meeting was requested, within ten (10) calendar days of the submission of the grievance to the City Attorney or his designee (to include discipline or discharge)

The grievance must state the following on the appropriate form (A copy of the grievance form is attached hereto):

1. the date of the event giving rise to the grievance;
2. the date the grievance was delivered to the supervisor/designee;
3. a statement of all known facts relied upon by the grievant;
4. the section or sections of the Agreement that have been violated;
5. the relief or corrective action sought by the aggrieved Employee; and
6. the signature of the aggrieved Employee.

Step III - Arbitration. If the decision of the City Attorney or his designee has not satisfactorily resolved the grievance, the Association may request arbitration in writing to the City, by forwarding the request for arbitration to the City Attorney's Office no later than fifteen (15) calendar days after the aggrieved Employee and his representative (if represented) receives the response in Step II. Either party shall request the Federal Mediation and Conciliation Services (FMCS) or American Arbitration Association, whomever is less expensive to submit a list of seven (7) arbitrators. A copy of this request shall concurrently be mailed to the other party. The American Arbitration Association shall furnish selective lists until an arbitrator is selected by the Parties. The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association, except as modified by this Agreement. If the aggrieved Employee fails to appeal the unresolved grievance to arbitration in accordance with the provisions set forth herein, then the grievance is considered resolved on the basis of the City's last grievance response and it is barred from Step III arbitration.

4. Time is of the essence in the grievance procedure. The time limits set forth in each step above may be extended upon mutual written assent of the Parties. If the Association or the grievant does not pursue a grievance to the next indicated step within the time limits provided, the grievance shall be dismissed with prejudice. If the City does not reply to a grievance at any step within the time limits set forth herein, the grievance shall automatically proceed to the next step.

5. 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 step shall always precede arbitration.
6. Any grievance involving an Employee's discipline or discharge shall be filed directly with the City Attorney or his designee at Step II within fourteen (14) calendar days after receipt of the written notification of the discipline or discharge and thereafter be processed in accordance with the subsequent grievance procedure steps, except as is otherwise provided in this Agreement.
7. Although the City may process a claim as a grievance, it never waives its right to take the position that the claim is not arbitrable.

ARTICLE 31

ARBITRATION PROCEDURE

1. The City shall provide the hearing room for the arbitration. Upon agreement of the Parties, there shall be a certified court reporter at the hearing. 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 as provided in this Agreement or the arbitrator determines that the grievance before him/her is frivolous or without merit, the grieving party shall be ordered by the arbitrator to reimburse to the nongrieving 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 all other individual expenses. Employee witnesses are subject to subpoena and if on duty, his/her appearance will be without loss of pay or benefits. Whenever possible, Employees will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant or are directly required to assist the representative in the conduct of the case. In class grievances, the class shall be presented by the PBA President. The intent of the Parties is to minimize time lost from work.

2. Both Parties may be accompanied by a representative at the arbitration hearing. Both Parties may be represented by legal counsel. The arbitrator shall have access to all written documents and statements pertaining to the grievance. 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.

3. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion, conclusions on the issues submitted, facts presented and appropriate remedies. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both Parties within thirty (30) days of the conclusion of the hearing. The arbitrator's award deadline shall begin to toll after the closing brief's due date if a closing brief is requested, or as otherwise agreed among the Parties. The arbitrator's award shall be final and binding except as is otherwise provided in this Agreement.

Limiting Powers of the Arbitrator

1. The arbitrator shall limit his decisions to the application and interpretation of the provisions of this Agreement and shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify or otherwise alter any terms or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no jurisdiction or authority to consider or rule upon any matter which is stated in this Agreement not to be a grievance or subject to arbitration.
2. In the 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) calendar days prior to the day when the grievance is submitted in writing.
3. The arbitrator shall not have the power to inflict a punitive award against the City.
4. Only one grievance will be presented to particular arbitrator, unless otherwise agreed to among the Parties.

Appeal of Arbitrator's Award

1. 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.

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

DEPARTMENTAL DISCIPLINARY APPEAL PANEL

Alternatively, the aggrieved Employee may appeal discipline in the form of a termination to a Departmental Disciplinary Appeal Panel. This three member panel shall be comprised of law enforcement officers selected from any state, county or municipal agency within Monroe, Dade, or Broward County. One member is to be selected by the City, one member selected by the aggrieved Employee and the third member is mutually selected by the two panel members. No panel member shall have previously participated in the matter to be resolved, whether through management or through the bargaining unit, nor shall any panel member be related to any person involved in the matter to be resolved. Either party to the issue may successfully challenge any panel member selected upon demonstration of previous involvement or relationship to the Director of Human Resources, and in such case, a new member shall be selected as per the mandated process of this contract. The option of the Disciplinary Appeal Panel must be requested in writing by the Employee and/or the Association within fifteen (15) calendar days after receipt of the City Manager or his designee's response in Step III. This request shall include the Employee/Association's selection of its one (1) panel member. The City shall schedule a hearing within thirty (30) calendar days of receipt of the Employee/Association request. The appeal Panel shall render a written decision, which is final and binding to concerned parties within fifteen (15) calendar days of the conclusion of the appeal

hearing. If there is no activity in the appeal by the aggrieved Employee within six (6) months of his/her appeal request, the appeal shall be dismissed with prejudice.

ARTICLE 32

ASSOCIATION BUSINESS

1. The Association shall notify the city of its employee representatives and shall amend that list from time to time as needed. Employee representatives shall cumulatively be granted up to twenty-five (25) working days to attend to Association business and functions, including processing of grievances and attendance at conventions and seminars. It will be incumbent upon the Association to give at least seven (7) days' notice to the Police Chief or designee, stating dates and purpose of absence, and the location of such meetings. Up to five (5) members of the negotiating committee shall be allowed time off for contract negotiations and related business, as needed and as approved by the Police Chief or designee. Approval will not be unreasonably withheld. If time-off is denied, the reasons for the denial will be provided in writing upon request.

ARTICLE 33

SERVICES TO THE ASSOCIATION

1. The Employer will furnish the Association with reasonable bulletin board space in the squad room, to be used only for Association notices relating to official business of the Association and/or contract administration.
2. The Employer will allow the Association to distribute mail and other communications in each Employee's mailbox.

ARTICLE 34

LEGAL PROTECTION

1. Whenever a civil suit in tort is brought against an Employee for injuries or damages suffered as a result of any act, event, or omission of action which is alleged to have occurred while the Employee was on duty, the Employer or an insurance carrier or self-insurance fund on its behalf will investigate the circumstances to determine whether the Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. If the Employer or an insurance carrier or self-insurance fund on its behalf determines that the Employee did not act in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, the Employer shall undertake the defense of the Employee in accordance with Florida Statute 768.28 (5) and (9). Said defense shall cease upon judicial finding, or finding by the Employer, that the Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. No Employees or agents 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 or 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 of property.
2. The Employer may purchase liability insurance in anticipation of providing such a defense.

ARTICLE 35

DRUG AND ALCOHOL TESTING

The City and Association agree that the drug and alcohol policy incorporated in this Agreement and attached hereto shall be the City's Drug Free Workplace Policy for the duration of this Agreement.

ARTICLE 36

DUES DEDUCTION

1. Upon receipt of a lawfully executed written authorization from a City Employee covered by this Agreement, on a form approved by the City's Finance Director, the City will deduct each pay period from the Employee's first pay check of the month current Association membership dues.
2. The City will remit by check, to the Association Treasurer, on a monthly basis, such sums together with a list of employees for whom deductions were made.
3. Changes in the Association's membership dues rate shall be certified to the City, in writing, over the signatures of the authorized officer or officers of the Association, at least thirty (30) days in advance of the effective date of such change.
4. The City's remittance shall be deemed correct if the Association does not give a written notice to the City within two (2) calendar weeks after remittance is received of its belief, with reasons stated therefore that the remittance is incorrect.
5. Any Employee may revoke, in writing, with thirty (30) days prior notice to the City Finance Director and the Association, his authorization for dues deductions.
6. The Association will indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City on account of the administration of this Article.

ARTICLE 37

APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall have the same effect as if written directly into the main text.

ARTICLE 38

SEVERABILITY

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

ARTICLE 39

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The Parties hereto agree that this document is the entire Agreement between the City of Key West, Florida, and the Dade County Police Benevolent Association, Key West Chapter. The Parties may by mutual written agreement reopen negotiations on any issue. This Agreement supersedes all previous Agreements, amendments thereto, and letters of understanding. There is no past practice which results in a monetary benefit except as expressly provided in this Agreement.

ARTICLE 40

ZIPPER CLAUSE

1. The Parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the Parties after the exercise of the right and opportunity are set forth in this Agreement. This Agreement constitutes the Parties' entire Agreement and other conditions and any matter or subjects not herein covered may be adjusted, compromised or waived by the Parties pursuant to Chapter 447, Florida Statutes.
2. This Agreement may be amended by mutual Agreement of the Parties, but any amendment must be in writing and signed by duly authorized representatives of the Parties before it will be effective.

ARTICLE 41

DURATION, MODIFICATION AND TERMINATION

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 2023. The Parties shall commence negotiations for a successor contract on mutually acceptable dates any time after March 1, 2023.

SIGNED THIS 7 DAY OF APRIL, 2022.

CITY OF KEY WEST

Patti McLauchlin / City Manager

Todd Stoughton / Assistant City Manager

Samantha Farist / HR Director

DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC., KEY WEST CHAPTER

Marcus del Valle / PBA Representative

Frank Betz / PBA Representative

Andrew Axelrad / General Counsel PBA

Michael Braverman, Esq.

APPENDIX "A"
STEP PAY PLAN
PBA CBA 2020-2023

Officer

Years of Service	Current Steps Annualized	Step Increment	10/1/2020		4.5% Step 10/01/2021		4% Step 10/01/2022			STEP
Hire	57,089		57,089	27.4466	59,658	28.6817	62,044	29.8290	Hire	1
1	58,802	3%	58,802	28.2702	61,448	29.5424	63,906	30.7240	1	2
2	61,742	5%	61,742	29.6837	64,520	31.0194	67,101	32.2602	2	3
3	64,830	5%	64,830	31.1683	67,747	32.5708	70,457	33.8737	3	4
4	68,070	5%	68,070	32.7260	71,133	34.1986	73,978	35.5666	4	5
5	71,474	5%	71,474	34.3625	74,690	35.9088	77,678	37.3452	5	6
6	73,618	3%	73,618	35.3933	76,931	36.9860	80,008	38.4654	6	7
7	75,827	3%	75,827	36.4553	79,239	38.0958	82,409	39.6196	7	8
8	78,102	3%	78,102	37.5490	81,617	39.2387	84,881	40.8083	8	9
9	80,446	3%	80,446	38.6760	84,066	40.4164	87,429	42.0330	9	10
10	82,860	3%	82,860	39.8365	86,589	41.6292	90,052	43.2944	10	11
11	85,343	3%	85,343	41.0303	89,183	42.8767	92,751	44.5917	11	12
12	87,051	2%	87,051	41.8514	90,968	43.7348	94,607	45.4841	12	13

Sergeant

Years of Service	Current Steps Annualized	Step Increment	10/1/2020		4.5% Step 10/01/2021		4% Step 10/01/2022		
1	82,853		82,853	39.8332	86,581	41.6257	90,045	43.2907	1
2	85,339	3%	85,339	41.0284	89,179	42.8746	92,746	44.5896	2
3	87,900	3%	87,900	42.2596	91,856	44.1613	95,530	45.9278	3
4	90,536	3%	90,536	43.5269	94,610	45.4856	98,395	47.3051	4
5	93,251	3%	93,251	44.8322	97,447	46.8497	101,345	48.7236	5
6	96,050	3%	96,050	46.1779	100,372	48.2559	104,387	50.1861	6

Lieutenant

Years of Service	Current Steps Annualized	Step Increment	10/1/2020		4.5% Step 10/01/2021		4% Step 10/01/2022		
1	93,251		93,251	44.8322	97,447	46.8497	101,345	48.7236	1
2	96,050	3%	96,050	46.1779	100,372	48.2559	104,387	50.1861	2
3	98,931	3%	98,931	47.5630	103,383	49.7033	107,518	51.6914	3
4	101,898	3%	101,898	48.9894	106,483	51.1939	110,743	53.2417	4
5	104,957	3%	104,957	50.4601	109,680	52.7308	114,067	54.8400	5

SUBJECT: 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 tes~~ted~~ 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;
- 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;

[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. If an employee is injured on the job pursuant to F.S. Chapter 440, the employee shall immediately upon notification submit to a drug test pursuant to F.S. 440.102.[1] ~~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.~~ [1] 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.

[1] Revised May 28, 2019

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.

6. Property Damage/Injury

a. If an employee is involved in any accident, incident, or occurrence when there is damage to property, or injury irrespective of whether there exists reasonable suspicion and irrespective of whether a worker's compensation claim if filed or medical care is sought.[2]

[2] Revised June 19, 2020

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, etc.
Cocaine:	Coke, Blow, Snow, Flake, Crack, etc.
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, etc.
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 an 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
1205 Fourth Street
Key West, FL 33040
(305) 292-6843

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

Marathon/ Middle Keys

Guidance Clinic of the Middle Keys
3000 41st Street, Ocean
Marathon, FL 33050

(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.

LAST CHANCE AGREEMENT

The City of Key West ("City"), the _____ ("Union") and _____ ("Employee") of the City enter into this Last Chance Agreement this ____ day of _____, 20__. The City, Union and Employee will be collectively referred to as the "Parties". For the purposes of this agreement, the term "drug" includes alcohol.

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

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

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

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

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

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

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

_____
City Manager/ Designee

_____
Employee

_____
Union

KEY WEST POLICE DEPARTMENT PERFORMANCE EVALUATION

Employee: **City ID #:** **Date of Evaluation:**
Position: **Probationary** ☐ **Non-Probationary** ☐
Rating Period:

A=Above Satisfactory (5) **S= Satisfactory (3)** **U=Unsatisfactory (1)**

Ratings of "Above Satisfactory" & "Unsatisfactory" require explanatory comments by the rater sufficient to sustain the rating.

	A	S	U
Job Knowledge: *Demonstrates knowledge & skills necessary to perform the job effectively.*	☐	☐	☐
Comment:			
Quality of Work: *Accurately & thoroughly completes work.*	☐	☐	☐
Comment:			
Productivity: *Demonstrates a commitment to providing high quality services.*	☐	☐	☐
Comment:			
Interpersonal Skills: *Exercises courtesy & tact in dealing with others.*	☐	☐	☐
Comment:			
Communication: *Effectively shares information with co-workers & citizens.*	☐	☐	☐
Comment:			
Team Work: *Maintains effective working relationships with others.*	☐	☐	☐
Comment:			
Accountability: *Accepts responsibility for performance & behavior.*	☐	☐	☐
Comment:			
Judgement/Decision Making: *Makes sound & logical decisions.*	☐	☐	☐
Comment:			

A=Above Satisfactory (5) S= Satisfactory (3) U=Unsatisfactory (1)			
Ratings of "Above Satisfactory" & "Unsatisfactory" require explanatory comments by the rater sufficient to sustain the rating.			
Personal Effectiveness: *Maintains appropriate physical conditioning, hygiene & appearance.*	A ☐	S ☐	U ☐
Comment:			
Adheres to Policy & Department Rules: *Acts in ways that support the goals, direction & standards of the Department.*	A ☐	S ☐	U ☐
Comment:			
Community Relations: *Builds & maintains successful working relationships with the community.*	A ☐	S ☐	U ☐
Comment:			
***Below sections are for those who supervise only**			
Leadership: *Contributes to & respects the contribution of others in achieving agency goals.*	A ☐	S ☐	U ☑
Comment:			
Administrative: *Successfully performs general supervisory duties.*	A ☐	S ☐	U ☐
Comment:			
Supervision: *Successfully supervises employee job performance.*	A ☐	S ☐	U ☐
Comment:			
Supervisor Interpersonal Skills: *Exercises courtesy & tact in dealing with subordinates.*	A ☐	S ☐	U ☐
Comment:			
TOTAL SCORE 1	**ACTUAL RATING**		1.33%
0-50% Unsatisfactory	**51-74% Satisfactory**	**75-100% Above Satisfactory**	

Has the employee had any corrective action or formal discipline during the rating period? **Yes** ☐ **No** ☐

Current Personnel Update Form on file? **Yes** ☐ **No** ☐

Supervisor's/Rater's Name: _____

Supervisor's/Rater's Signature: _____ **Date:** _____

Reviewer's Name: _____

Reviewer's Signature: _____ **Date:** _____

Bureau Commander's Signature: _____ **Date:** _____

Chief's Signature: _____ **Date:** _____

Employee's Signature: _____ **Date:** _____

Employee Comments:

A performance planning meeting has been completed for next rating period. ☐

In the space below, provide the performance topics discussed during the performance planning meeting:

APPENDIX "D"
GRIEVANCE FORM
PBA CBA 2020-2023

City of Key West
1300 White Street Key West Fl 33040

EMPLOYEE GRIEVANCE FORM

Employee Name: _____ **Dept/Division:** Select One

Date: _____ **Time:** _____

Location of Violation:

STEP 1

Date of Informal Discussion: _____ **Discussed with:** _____

[Informal discussion to take place within 14 calendar days of occurrence of the alleged grievance.]

City Attorney or Designee adjustment or response [within 7 days]:

Date Of Response: _____ **Response From:** _____

RESPONSE:

This grievance ◯ has ◯ has not been resolved.

_____ _____ _____

Signature of Aggrieved Member Date Time

STEP 2