

MEMORANDUM

Date: November 5, 2025

To: Honorable Mayor and City Commissioners

Via: Brian L. Barroso

City Manager

From: Bridget Flores

Human Resources Director

Subject: 25-4670 Approving the attached Collective Bargaining Agreement between the City

of Key West and the International Association of Firefighters Local 1424 (IAFF)

Introduction

The City Manager respectfully requests approval of the three-year collective bargaining agreement between the City of Key West and the International Association of Firefighters Local 1424 (IAFF) effective October 1, 2025, through September 30, 2028.

Background

The most recent IAFF Collective Bargaining Agreement expired on September 30, 2025. The City's management negotiation team and the IAFF negotiating team met on eight (8) occasions to reach an agreement on the contract terms and conditions.

The City and the IAFF reached a tentative collective bargaining agreement on October 22, 2025. The IAFF membership ratified the agreement on November 3, 2025.

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

Article 3 – Management Rights

Updated wording with additional clarification and title change.

Article 9 – Training

Updated wording: The City will pay for and/or reimburse employees covered by this Agreement to take a Paramedic course, provided the employee first provides notice and obtains written approval from the Fire

Chief/designee to take the Paramedic course prior to starting the course program. Employee requests to receive coverage/reimbursement from the City to take a Paramedic course may be denied if the Fire Chief determines there is not a paramedic staffing need within the Fire Department. If the employee's request to take a Paramedic course is approved by the Fire Chief/designee, half of the tuition for the course will be provided to the employee up front and the other half will be provided to the employee upon submission of proof to the City that the employee successfully completed the course and received the Paramedic certification. Any employee provided such reimbursement must repay to the City 100% of the Paramedic course costs paid by the City if the employee does not receive his or her Paramedic certification or voluntarily leaves City employment within three (3) years of the date the employee was provided coverage up front for the tuition costs of the Paramedic course. Depending on the balance of any money owed to the employee at the time the employee leaves City employment, some or all of the tuition reimbursement shall be deducted from the employee's final paycheck.

Article 12 – Job Performance

The parties agree to form a Performance Evaluation Committee comprised of Union and City representatives, which shall meet to discuss the implementation of annual performance evaluations. The first meeting between the Committee shall be held within ninety (90) days after ratification of this 2025-2028 Agreement. The Committee shall thereafter continue to meet quarterly during the course of this Agreement.

Article 15 – Call Back Pay

Additional wording: Time will start when the employee reports to work. This provision does not apply to situations where the employee is called in early for their shift or held over after the end of the regular shift (i.e., contiguous service).

Hours paid as call-back that were not actual work hours will not be considered as hours worked for the purpose of computing overtime. In other words, while employees called back to work may be eligible to receive a minimum of four (4) hours of call-back-pay pursuant to this Article, only the actual time worked by the employee will count towards the computation of overtime.

Article 16 – Wages and Assignment Pay

Effective October 1, 2025, the Cost of Living Increase will increase by 5%.

Effective October 1, 2026, the Cost of Living Increase will increase by 4%.

Effective October 1, 2027, the Cost of Living Increase will increase by 4%.

Longevity Pay – wording update to follow current practice; payment begins at 20 years of service.

Instructor Pay

Effective October 1, 2025, the Fire Chief (or designee) may authorize up to three (3) employees to become eligible to receive a non-pensionable payment of one hundred dollars (\$100) per day for teaching in-house courses to Fire Department employees on a designated day off from work. Employees who teach in-house courses to Fire Department employees will continue to receive their regular rate of pay (or overtime rate of pay, if eligible) for actual hours worked while instructing in-house courses on a designated day off.

Article 17 Educational Incentive

Updated wording: Employees may seek reimbursement from the City for books, registration, renewal fees and tuition for EMT and EMT-P Certification and recertification. To become eligible for reimbursement for EMT and EMT-P certification and/or recertification expenses, employees are required to seek written approval from the Fire Chief/designee in advance of the employee beginning the EMT certification/recertification program/process. The City will make every reasonable effort to schedule EMT re-certification courses during regular duty days; however, the City will not pay for off duty time spent in training or re-certification

Effective the first pay period that occurs after Ratification of this 2025-2028 Agreement, the City will provide a flat rate incentive payment of fifty dollars (\$50.00) per pay period to employees who are assigned to the following teams noted below:

Hazmat Team

Dive Team

USAR Team

The Fire Chief (or designee) shall provide the Human Resources Director with a current list of members assigned to each Team by no later than March 1st and September 1st of each fiscal year.

PARAMEDIC CERTIFICATION PAY

- 1. Effective October 1, 2025, the City will pay all employees covered by this agreement who have attained and retain a Florida State Paramedic Certification a 8% supplement to their base pay.
- 2. Effective October 1, 2026, the City will pay all employees covered by this agreement who have attained and retain a Florida State Paramedic Certification a 10% supplement to their base pay.
- 3. Effective October 1, 2027, the City will pay all employees covered by this agreement who have attained and retain a Florida State Paramedic Certification a 12% supplement to their base pay.

Article 18 – Sick and Annual Leave

SICK LEAVE:

Effective October 1, 2025, the sick leave accrual shall be 11.076924 hours per pay period for employees assigned to a twenty-four (24) hour shift, and 3.69230769 hours per pay period for employees assigned to an eight (8) hour shift. This equates to twelve (12) days per year. Employees on sick leave will be charged one (1) hour for each hour taken as sick leave.

To prevent employees from losing the value of their current sick leave accrued prior to the effective date of this Agreement, the City will double the amount of existing sick leave that has been accrued within each employee's sick leave bank on September 30, 2025. The City shall convert each employee's existing sick leave accruals in this manner after October 1, 2025.

City agrees to pay for all unused sick leave upon separation in good standing according to the schedule below up to a cap of 900 hours at the employee's current hourly rate.

ANNUAL OR VACATION LEAVE:

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

LENGTH OF SERVICE PERIOD

RATE OF ACCRUAL PER PAY

1 to 5 years 4.61538 hours for employees assigned

to 24-hour shift; and 3.08 hours for employees assigned to 8-hour shift

5 to 10 years 6.92307 hours for employees assigned to

24-hour shift; and 4.62 hours for employees assigned to 8-hour shift

Over 10 years 9.23076 hours for employees assigned to

24-hour shift; and 6.15 hours for employees assigned to 8-hour shift

Changes made to shift assignments will affect the accrual rates noted above, and will result in the appropriate conversion.

To prevent employees from losing the value of their current annual leave accrued prior to the effective date of this Agreement, the City will multiply the amount of existing annual leave that has been accrued within each employee's annual leave bank as of September 30, 2025 by one and one-half (1.5). The City shall convert each employee's existing annual leave accruals in this manner after October 1, 2025.

Upon separation from the City, an employee shall be paid for each hour of accrued annual leave, at his/her current rate of pay, up to the "cap" of 360 hours.

Incentive Award Days added to the contract where employees can earn up to two paid days off per year—one for each six-month period with no sick leave used—usable with Fire Chief approval.

Article 19 – Workers Compensation

Updated definitions:

NO WORK STATUS shall mean the injured workers' functional limitations and restrictions, identified in detail by their authorized worker's compensation physician, are of such severity that the employee cannot perform activities, even at a sedentary level (e.g. hospitalization, cognitive impairment, infection, contagion).

Updated wording for clarification of no work status for periods greater than six (6) months and management rights to fill position and employees rehire opportunities.

Removal of high hazard employee paragraph as it is not relevant to the firefighters.

Administration paragraph updated with Florida Statutes and office titles that administer worker's compensation.

Article 24 – Vacancies and Promotions

The article has been fully revised to establish a structured promotion process outlining employee expectations and management's role in implementation. The new Promotion Point System incorporates four weighted components—written examination, interview assessment board, tenure, and

education/training—for a combined total of 100 points. Promotional examinations will be administered annually by the Civil Service. The City Manager, or designee, will make selections from the top three candidates with the highest total scores. The update also introduces an opportunity for employees to retake a promotional examination once to achieve a higher score, aligning with the enhanced scoring system that rewards improved performance.

Article 26 - Grievance Procedure

Added the following wording to article: Grievances may not be filed to challenge the issuance of a "coaching" or "verbal warning," which are not considered to be disciplinary.

Article 30 – Hours of Work and Overtime

Updated wording for FLSA 7(k) exemption requirements: The regular duty hours shall be an average of fifty six (56) hours per week, twenty-four (24) hour shifts, twenty-four (24) hours on duty, forty-eight (48) hours off duty. These hours are a combination of an average of fifty hours worked per week and 6 "Kelly" hours per week.

Overtime pay of time-and-a-half (1 1/2) shall be paid for all hours worked in excess of one hundred and six (106) hours per two-week pay period, in quarter hour increments. Overtime shall not be paid for those substitutions mutually agreed to by the employees, and approved by the Fire Chief/designee, but the employee originally scheduled to work will have such hours credited as hours worked in accordance with the FLSA.

Additional wording: The parties agree to form a Scheduling Committee comprised of Union and City representatives, which shall meet to discuss alternative work schedules. The first meeting between the Scheduling Committee shall be held within ninety (90) days after ratification of this 2025-2028 Agreement. The Scheduling Committee shall thereafter continue to meet quarterly during the course of this Agreement.

Article 39 – Terms of Agreement

Item 1. This Agreement except as provided below, shall be effective upon ratification of the

Parties, and shall remain in full force and effect until and including September 30, 2028.

Procurement

The FY26 Budget included the increase to Firefighters COLA, paramedic certification pay, and flat rate teams allowance. Finance has completed all transfers required to ensure funding to support this agreement.

Recommendation

The City Manager and City negotiating team recommend the City Commission approval of the Collective Bargaining Agreement as negotiated and ratified by the IAFF Local 1424.