

### LETTER OF UNDERSTANDING

This Letter of Understanding is executed between the City of Key West ("City") and the IAFF, Local 1424 ("Union") to memorialize their mutual agreement to change the existing benefits and terms of their collective bargaining agreement to implement the City's decision to provide Paramedic Training through the Key West Fire Department under the terms provided herein, and state as follows:

WHEREAS, the City and the Union are parties to a collective bargaining agreement that governs the terms and conditions of employment for those City employees who are members of the bargaining unit represented by the Union; and

WHEREAS, the City finds it beneficial to all parties to provide Paramedic Training in the first year of the agreement, 2016-2017, to provide as many State Certified Paramedics as soon as possible; and

WHEREAS, the City and the Union have agreed that the benefits and terms of the current collective bargaining agreement shall be changed, as noted in and attached to this Letter of Understanding, effective immediately; and

NOW, THEREFORE, the City and the Union agree, subject to ratification by both parties, to the following terms:

1. The parties agree that the above-noted statements are true and correct and are incorporated herein.
2. The parties agree that the following Articles will be changed:
  - a. Article 17, Educational Incentive, shall be changed by removing the line, "The City will pay for a Paramedic course for four (4) employees in 2016, five (5) employees in 2017 and five (5) employees in 2018.", and replaced with "The City will pay for a Paramedic course for a total of fourteen (14) employees within the years of 2016 and 2017, and none shall be allotted for 2018.
  - b. The employee will not be required to pay half of the tuition up front, the City will pay for the Paramedic course and the payments shall be considered reimbursements to each employee enrolled. Each employee enrolled will be responsible for 100% repayment should the employee not achieve Paramedic Certification or leave the City employment within three (3) years of achieving Paramedic Certification.

Accordingly, this Letter of Understanding is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City and the Union.

CITY of KEY WEST:

IAFF, LOCAL 1424:

By: \_\_\_\_\_

James Scholl, City Manager

By: \_\_\_\_\_

Jason Bogoeff, President, Local 1424

Date: \_\_\_\_\_

Date: 4/3/16

Attachments: Article 17 in the legislative format showing the changes made via this Letter of Understanding

## ARTICLE 17

### EDUCATIONAL INCENTIVE

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

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

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

|  |                         |
|--|-------------------------|
| Paramedic                                | 2%                      |
| Fire Inspector                           | <del>4%</del> <u>2%</u> |
| Hazmat                                   | 1%                      |
| Hazmat Team                              | 1%                      |
| Public Safety Diver                      | 1%                      |
| Pump Operator                            | 1%                      |
| Fire Service Instructor I                | 1%                      |
| <u>USAR</u>                              | <u>1%</u>               |
| <u>Any additional Florida State Fire</u> |                         |
| <u>College Certifications</u>            | <u>1%</u>               |

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