

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT LAUDERDALE AND LOCAL 765 – FORT LAUDERDALE
PROFESSIONAL FIREFIGHTERS, INC FOR BATTALION CHIEFS’ UNIT

This Memorandum of Understanding ("MOU") is entered into this ____ day of September 2025, by and between the City of Fort Lauderdale, Florida (the "City") and Local 765 - Fort Lauderdale Professional Firefighters, Inc. (the "Union") for the Battalion Chiefs Unit. The City and the Union are collectively referred to herein as the "Parties."

WHEREAS the City and Union are parties to a Collective Bargaining Agreement (“CBA”) for a Battalion Chiefs bargaining unit covering the period October 1, 2023, through September 30, 2026;

WHEREAS, the Parties have determined that certain sections of Article 16 Sick Leave must be amended to comply with Internal Revenue Code guidelines;

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Article 16 - Sick Leave, Sections 8 through 12 in the bargaining unit of the Battalion Chief collective bargaining agreement are hereby amended as set forth below, with strikethroughs showing deletions and underlines showing additions:

* * *

Section 8 Upon termination from City employment in good standing, an employee shall have the monetary value of their ~~be paid for~~ unused accrued sick leave transferred pursuant to Section 11 of this Article in accordance with the following schedule:

10 years of service or less	25% of rate of accrual
Greater than 10 years of service but less than 20 years	45% of rate of accrual

Section 9 Upon retirement from City employment, an employee shall have the monetary value of their ~~be paid for~~ unused accrued sick leave transferred pursuant to Section 11 of this Article, in accordance with the following schedule:

10 years of service or less	50% of rate of accrual
Greater than 10 years of service but less than 20 years	65% of rate of accrual
20 years or more	80% of rate of accrual

Bargaining Unit members hired prior to October 1, 2014, and who are awarded disability benefits by the Police and Fire Pension Board, and subsequently terminated, shall have the monetary value of their ~~are eligible to be paid for~~ unused accrued sick leave transferred pursuant to Section 11 of this Article ~~as a retiree~~ in accordance with the provisions of this Section.

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Exhibit 1

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~~**Section 10** Payment under Sections 8 and 9 of this Article shall be made within six (6) months of separation.~~

Section 11 10 Additionally, retiring employees may convert up to ninety-six (96) hours of accrued sick leave to be used as final vacation leave in accordance with the following schedule:

~~10 years of service or less 4 hours vacation leave for each eight (8) hours of sick leave~~

~~Greater than 10 years of service 5.20 hours vacation leave for~~

~~but less than 20 years eight (8) hours of sick leave~~

~~20 years or longer service 6.40 hours vacation leave eight (8) hours of sick leave.~~

(*Moved to the table below)

10 years of service or less	4-hours vacation leave for each eight (8) hours of sick leave
Greater than 10 years of service but less than 20 years	5.20-hours vacation leave for <u>each</u> eight (8) hours of sick leave
20 years or longer service	6.40-hours vacation leave <u>for each</u> eight (8) hours of sick leave

Section 12 11 Voluntary Employees' Beneficiary Association (VEBA):

- A. ~~Upon~~ Within six (6) months following separation from the City, the City shall transfer ~~pay~~ one hundred percent (100%) of the monetary value of a bargaining unit member's accrued sick leave payout, as outlined in Sections 8 and 9 of this Article, and 100% of the monetary value of a bargaining unit member's accrued vacation leave payout to the VEBA established by the Union with such payment credited to the employee's individual account to be maintained by the VEBA.
- B. The parties agree to be responsible for their own administrative costs, including start-up costs.
- C. ~~An employee must elect to receive payment for unused accrued sick leave in accordance with Section 8 or 9 of this Article within the window of ninety (90) to one hundred and eighty (180) days prior to separation from City employment. If no election is made, Section 13 of this Article will automatically apply if the employee is eligible for Voluntary Employees' Beneficiary Association (VEBA) benefits.~~

* * *

3. The Parties agree that this MOU represents the Parties' entire agreement, and it cannot be amended or modified without the express consent of the Parties.

4. The Parties have had the opportunity to consult with legal counsel of their choosing.

5. The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below.

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6. This MOU shall become effective upon ratification and shall apply to all disbursements made pursuant to Section 11 above, on or after that effective date. If the MOU is not fully ratified, it will become null and void.

CITY OF FORT LAUDERDALE

**LOCAL 765 - FORT LAUDERDALE
PROFESSIONAL FIREFIGHTERS, INC.**

By: _____
Dean J. Trantalis, Mayor

By: _____
Keith Costa, President

Date: _____

Date: _____

By: _____
Rickelle Williams, City Manager

By: _____
James, Chioffe, Vice President

Date: _____

Date: _____

Attest:

Ratified by the Local 765 this _____ day of
_____, 2025.

David R. Soloman, City Clerk

Date: _____

Date: _____

Approved as to form:

Attest:

D'Wayne M. Spence, Interim City Attorney

Keith Costa, President

Date: _____

Date: _____

Ratified by the City this _____ day of
_____, 2025.

Attest:

David R. Soloman, City Clerk

Date: _____