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CITY MANAGER'S OFFICE
CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: October 3, 2025

☒ **Agenda Item** ☐ **Commission Memo** ☐ **Letter (to external agency)** ■ **Other Document**

Document Title/Purpose: MOUs (Signed by the IAFF) RE: VEBA and Promotions

Commission Meeting Date: 9/3/2025 **CAM #:** 25-0781 + 25-0788 **Item #:**

CAM attached: ☐ Yes ☒ No **Action Summary Attached:** ☐ Yes ☒ No **CIP FUNDED:** ☐ Yes ☒ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least $100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: **Router Name:** **Ext:**

Department: Human Resources **Router Name:** Richard Cormier **Ext:** 3306

Department Approval *(Director/Chief)*: **Name:** Kristin Milligan or Jerome Post **Init.:** KM **Date:** 10/3/2025

***Return Document To:** Richard Cormier **Department:** Human Resources **Ext:** 3306

***REMINDER:** Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: Attach Certified Resolution #: Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☐ Yes ☐ No

Is the attached Granicus document final? ☐ Yes ☐ No **Number of Originals Attached:** 2

Attorney's Name: Paul G. Bangel **Approved as to Form:** ☐ Yes ☐ No **Initials:** PGB

Route to: Finance *(if applicable)* **Date:** **Route to: CCO Date:**

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: **Number of Originals:** 2

Route to CMO Date: 10/17/25 **Route to Mayor Date:**

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: OCT84 **Date Received:** 10/17/25 **Received From:** CCO

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☒ Y. Matthews ☐ B. Rogers

Approved Init.: YM for continuous routing to ***Rickelle Williams, City Manager/Executive Director***

Disapproved: **Comments:**

Executive Assistant Route to CCO Date: 10/22/25

Form Approved by: Rickelle Williams, City Manager
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

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.

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

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

By: _____
Dean J. Trantalis, Mayor

Date: 10/25/25

By: _____
Rickelle Williams, City Manager

Date: 10/23/25

Attest:

_____
David R. Soloman, City Clerk

Date: 10/29/25

Approved as to form:

_____ Sr. Assistant
~~D'Wayne M. Spence, Interim~~ City Attorney

Date: _____

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

Attest:

_____
David R. Soloman, City Clerk

Date: _____

LOCAL 765 - FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC.

By: _____
Keith Costa, President

Date: _____

By: _____
James, Chioffe, Vice President

Date: 10/1/25

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

Date: _____

Attest:

_____
Keith Costa, President

Date: _____

MEMORANDUM OF AGREEMENT

by and between

CITY OF FORT LAUDERDALE

and

LOCAL 765
FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC.
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO-CLC

WHEREAS, the Fort Lauderdale Professional Firefighters, Inc., I.A.F.F., Local 765 (Local 765) and the City of Fort Lauderdale (City) have agreed to amend specific provisions of Article 11 – Promotional Examinations and Article 22 – Temporary Upgrading, in the current collective bargaining agreement covering the Rank-and-File bargaining unit represented by Local 765 in order to allow employees and the City more flexibility with regard to the ability to temporarily upgrade from one position to another and to complete and satisfy years of experience, college education and training requirements for participation in a promotional examination process; and

WHEREAS, Local 765 and the City have agreed to extend the closing date of the promotional job postings for Driver-Engineer, Fire Lieutenant, and Battalion Chief from the originally advertised date of August 23, 2025 to September 4, 2025; and

WHEREAS, Local 765 and the City have determined and agreed that certain sections of Article 18 – Sick Leave: Sickness in Family Leave – Death in Family Leave – Unused Sick Leave, must be amended to comply with Internal Revenue Code guidelines; and

WHEREAS Local 765 and the City have agreed that the collective bargaining agreement for the Rank-and-File bargaining unit is to be amended as necessary, and as provided herein, to

effectuate these changes as soon as possible after ratification of this Memorandum of Agreement (MOA);

IT IS THEREFORE AGREED as follows:

1. Article 11 (Promotional Examinations), Section 1.1, of the Rank-and-File collective bargaining agreement is hereby amended as set forth below, with strikethroughs showing deletions and underlines showing additions, until a successor collective bargaining agreement is ratified.:

> **Section 1.1** Promotional examinations (Driver-Engineer, Fire Lieutenant, ~~and~~ Captain/Fire Safety Captain, Fire Marshall, and Battalion Chief) shall be administered by the Human Resources Director or his/her designee as follows:
>
> Examinations for Driver-Engineer, Fire Lieutenant, and Battalion Chief shall be administered in odd years and shall be effective for a period of twenty-four (24) months beginning with the January 1st of the even year following the odd year in which the exam is administered.
>
> Examinations for Fire Captain and Fire Safety Captain and Assistant Fire Marshal shall be administered in even years and shall be effective for a period of twenty-four (24) months beginning with the January 1st of the odd year following the even year in which the exam is administered.
>
> All examinations shall be constructed utilizing a content validity methodology.
>
> In the event that such promotional list is depleted prior to its expiration date, the Fire Chief will request that the Human Resources Director or his/her designee administer a new promotional examination.
>
> All experience, college education, and training requirements must be completed no later than ~~the closing date on the examination announcement.~~December 10 of the year the exam is administered. Candidates who do not provide documentation of completion of all college education and training by December 10 of the year the exam is administered will not be included on the promotional list.
>
> The registers for all promotional lists will be posted as soon as the registers are finalized and may be used for temporary upgrading, but not promotions until the following January 1st.

2. Article 22 (Temporary Upgrading), Section 2 (Temporary upgrade for positions – Operations (24-hour Shift Personnel) in the bargaining unit, of the Rank-and-File collective bargaining agreement is hereby deleted in its entirety with the following substituted in lieu thereof:

> **Section 2 Temporary upgrade for positions – Operations (24-hours Shift Personnel) in the bargaining unit**
>
> In the event it is necessary to temporarily upgrade an employee for a shift, a current promotional or the previous promotional list may be used to fill the position. If no current or previous promotional list exists, or if no one on the current or previous promotional list is available, ~~then overtime shall be hired on rank for rank basis~~ a list of employees who have passed the written and practical portions of the promotional examination for the rank in which the vacancy exists may be used to fill the position. If there remains no employee available to fill the position by temporary upgrade, overtime shall be hired on rank for rank basis. If, however, there is a bona fide emergency condition, as outlined in Article 10, Section 9, assignments will be made at the discretion of the Fire Chief or designee.

3. Article 18 – Sick Leave: Sickness in Family Leave – Death in Family Leave Unused Sick Leave, Sections 6 through 13 in the bargaining unit of the Rank-and-File collective bargaining agreement are hereby amended as set forth below, with strikethroughs showing deletions and underlines showing additions:

> **Section 6** An employee hired prior to October 1, 2014, upon termination from City employment in good standing, shall ~~be~~ have ~~paid for~~ the monetary value of their unused accrued sick leave transferred pursuant to Section 12 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 7** Upon retirement from City employment, an employee, hired prior to October 1, 2014, shall have the monetary value of their~~be paid for~~ unused accrued sick

leave transferred pursuant to Section 12 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 12 of this Article ~~as a retiree~~ in accordance with the provisions of this Section.

~~**Section 8** Payment under Sections 6, 7, or 9 of this Article shall be made within six (6) months of separation.~~

Section 89 Any employee who was hired on or after October 1, 2014, and who separates from service with the City while in good standing shall have the monetary value of ~~be paid for~~ twenty-eight percent (28%) of the unused accrued sick hours at his/her final rate of pay transferred pursuant to Section 12 of this Article. The City shall not transfer ~~Any employee who separates from service with the City not in good standing shall not be paid for any~~ unused accrued sick leave pursuant to Section 12 of this Article for employees who separate from service not in good standing~~hours~~.

Section 910 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 but less than 20 years	5.20-hours vacation leave for each eight (8) hours of sick leave
20 years or longer service	6.40-hours vacation leave for each eight (8) hours of sick leave

Section 101 Sick leave shall not be considered as a right to be used at the employee's discretion, but shall be allowed only in case of personal sickness or disability, or in the case of illness in the immediate family.

Section 112. In order to be granted sick leave with pay, an employee must meet the following conditions:

Section 11.1 Sick Leave Usage & Notification: If using sick leave, employees will utilize Telestaff to memorialize the leave. Sick leave must be submitted prior to 0700 on the day scheduled to report for duty. In the event, the Telestaff platform is out of service and or non-accessible, operation employees must report the sick leave usage to the on-

duty Assistant Chief prior to 0700 and administrative employees shall inform their direct supervisor prior to 0700.

Section 112.2 Return to Duty: A doctor's certificate may be required after any absence due to illness or any injury. The City will contact the employee on the day of the reported illness or injury if medical documentation is needed to verify such illness or injury.

Section 112.3 The City may require medical documentation for calling in sick due to personal or family illness. If an employee fails to present medical documentation from a licensed medical facility upon his or her return to work, when requested, the employee will be considered AWOL for the absence and subject to the terms and conditions of Article 43 (AWOL).

Section 112.4 Falsely claiming sick leave shall be cause for disciplinary action up to and including discharge. The above shall apply for each duty day.

Section 123 Voluntary Employees' Beneficiary Association (VEBA)

A. Within six (6) months following ~~Upon~~ 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 6, 7 and ~~8~~7 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 6 or 7 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.~~

4. Except as provided herein, all other terms and conditions of the Rank-and-File collective bargaining agreement shall remain unchanged.

For the City:

Dean J. Trantalis, Mayor

For Local 765:

Keith Costa, President

10/28/25
Date

Rickelle Williams
Rickelle Williams, City Manager

10/21/2025
Date

Date

James Chioffe, Vice President

10/1/25
Date

Attest:

David R. Soloman, City Clerk

10/29/25
Date

Approved as to form:

D'Wayne M. Spence, Interim City Attorney

10/8/2025
Date

Paul Bangt
Sr. Assistant City Attorney

Ratified by the City on the ____ day of _____, 2025.

Attest:

Ratified by the Local 765 on the ____ day of _____, 2025.

Attest:

David R. Soloman, City Clerk

Keith Costa, President

Date

Date