



June 13, 2022

Myles Anderson, IAFF  
2100 NW 39<sup>th</sup> Street  
Oakland Park, FL 33309

RE: Waiver of Bargaining by IAFF Local 3080 Regarding New Death Benefit

Dear Mr. Anderson:

As we discussed on the telephone on June 13, 2022, the City desires to implement a new death benefit for qualifying members of the bargaining unit. The benefit would be implemented via an amendment to the City Code as follows:

**Section 9-63. – Benefit Amounts and Eligibility.**

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- (4) Notwithstanding any other provision of this system, effective January 1, 2022, firefighter members who completed five (5) or more years of credited service under the Oakland Park Police, Firefighters and Public Safety Officers Retirement System as a firefighter, and who elected to join FRS on the date the City joined FRS shall remain eligible for non-service connected death pre-retirement death benefits as defined in Sec. 9-63(e)(2) until such members terminate City employment or become vested in FRS. Provided, however, any such member who, in accordance with Sec. 9-63(j)(1)-(2), withdraws his or her accumulated employee contributions from the System or receives the value of their accrued benefit, shall not be eligible for the pre-retirement death benefit as defined in Sec. 9-63(e)(2). Only credited service earned under the Oakland Park Police, Firefighters and Public Safety Officers Retirement System as a firefighter shall be included for purposes of determining a member's accrued benefit under Sec. 9-63(e)(2); no City employment for which an employee earns service credit under FRS may be included in the calculation of pre-retirement death benefits hereunder.

In order to implement this new benefit as soon as possible, the City is requesting that the union waive bargaining rights as to this change to terms and benefits of bargaining unit employees. This requested waiver is a onetime waiver and pertains solely to the changes set forth above and does not waive any other bargaining rights. By signing below, the union agrees that the terms of this waiver are clear and unmistakable and have binding legal effect, and the union further agrees that no unfair labor practice charge would be based on the implementation of this change.

If the union agrees to waive bargaining rights as set forth above, please return this letter signed where indicated below by the appropriate union official with authority to waive bargaining.



Sincerely,

Stephen Scott

Stephen Scott  
Interim Director, HR & Administrative Services

**By signing below, the union expressly, clearly, and unmistakably agrees to waive bargaining as set forth above.**

A handwritten signature in black ink, appearing to read "Myles Anderson", is written above a horizontal line.

Signature

Myles Anderson

Print Name, Title

7/11/2022

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