

**RESOLUTION 2020-2667**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE FRATERNAL ORDER OF POLICE LOCAL 135, FOR CONSISTENCY WITH ORDINANCE NO. 2020-1707 RELATED TO PENSION BENEFIT ENHANCEMENTS FOR NON-PUBLIC SAFETY MEMBERS OF THE TOWN'S DEFINED BENEFIT RETIREMENT PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MOU; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the "Town") desires to approve and ratify the Memorandum of Understanding ("MOU") between the Town and the Fraternal Order of Police Local 135 (the "FOP"), which provides for: (1) a modified normal retirement date for the Communications Supervisor and Communications Operator positions; and (2) an increase in the total annuity cap from sixty-eight (68%) to eighty percent (80%) for the Communications Supervisor and Communications Operator positions, which MOU is attached hereto as Exhibit "A"; and

**WHEREAS**, in Ordinance No. 2020-1707, the Town provided certain pension benefit enhancements to non-public safety members of the Town's defined benefit retirement plan (the "Plan), which enhancements included modifying the normal retirement date, increasing the benefit cap from 68% to 80% and increasing the cost-of-living-adjustment (COLA) from one and one-half percent (1.5%) to two percent (2%); and

**WHEREAS**, although the COLA increase was collectively bargained by the parties in the current Collective Bargaining Agreement, the total annuity cap and normal retirement date were not and consequently the MOU is necessary and agreed to by the parties in order to extend the benefits cap and the normal retirement date changes detailed in Ordinance No. 2020-1707 to the Communications Supervisor and Communications Operator positions, as non-sworn public safety members of the Plan; and

WHEREAS, the Town Commission finds that the approval and ratification of the MOU is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The foregoing whereas clauses are true and correct and are incorporated herein by this reference.

**Section 2. Approval and Ratification of Memorandum of Understanding (MOU).** The MOU between the Town and the FOP attached hereto as Exhibit "A" is hereby approved.

**Section 3. Authorization to Execute; Implementation.** The Town Manager is hereby authorized to execute the MOU on behalf of the Town and to take all action necessary to implement the purposes of the MOU and this Resolution. .


**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 11<sup>th</sup> day of February, 2020.

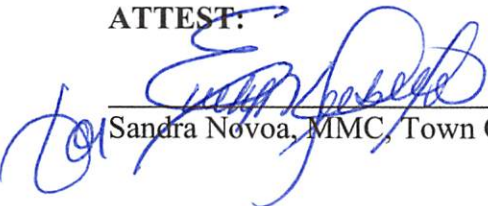
Motion by Commissioner Karukin second by Vice Mayor Gielchinsky.

**FINAL VOTE ON ADOPTION**

Commissioner Daniel Gielchinsky	<u>Yes</u>
Commissioner Michael Karukin	<u>Yes</u>
Commissioner Tina Paul	<u>Yes</u>
Vice Mayor Barry Cohen	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>

  
\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE TOWN OF SURFSIDE ONLY:**

A handwritten signature in blue ink, appearing to read "S. Wang", is written over a horizontal line.

Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE**

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Town of Surfside, Florida (the “Town”) and the Fraternal Order of Police, Local 135 (the “FOP”). The Town and the FOP are collectively referred to as the “Parties.”

**WHEREAS**, the FOP represents a bargaining unit consisting of the Town’s sworn police employees, as well as non-sworn employees; and

**WHEREAS**, the Parties are subject to a collective bargaining agreement covering the period October 1, 2019 to September 30, 2022 (the “CBA”); and

**WHEREAS**, Article 31 “Retirement Plan” of the Agreement sets forth the defined benefit pension plan (the “Plan”) for bargaining unit members; and

**WHEREAS**, the Town recently adopted Ordinance No. 2020-1707 wherein certain pension benefit enhancements were provided to non-public safety members of the Plan; and

**WHEREAS**, the Parties desire to extend the pension benefit enhancements provided for in Ordinance No. 2020-1707 to the Communications Supervisor and Communications Operator bargaining unit positions; and

**WHEREAS**, the Parties wish to amend the CBA by amending Section 31.2 to address the provision of benefit enhancements to the Communications Supervisor and Communications Operator positions.

**NOW, THEREFORE**, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Town and FOP agree that Article 31, RETIREMENT PLAN of the CBA is hereby amended as follows:<sup>1</sup>

\* \* \*

31.2 ~~As soon as practicable following ratification of this Agreement, the Town shall amend the Plan as follows:~~ The Town Plan shall reflect the following:

31.2.1 (a) Normal retirement date for police officers shall be:

- The attainment of age 50 and the completion of 20 years of creditable service; or
- The attainment of age 59 and the completion of 5 years of creditable service; or

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<sup>1</sup> Proposed additions to the CBA are indicated by underline.

- The completion of 25 years of creditable service; or
- The completion of 15 years and four months of service if hired on a fully time basis in March 2003.

(b) Effective January 1, 2020, the normal retirement date for the Communications Supervisor and Communications Operator positions shall be the earliest of:

- The attainment of age 50 and the completion of 20 years of creditable service; or
- The attainment of age 52 and the completion of 15 years of creditable service; or
- The attainment of age 55 and the completion of 10 years of creditable service.

\* \* \*

31.2.4 Effective January 1, 2020, for the Communications Supervisor and Communications Operator positions, the total annuity shall not exceed eighty percent (80%) of monthly average final compensation.

3. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.

4. This MOU shall become effective upon ratification by the bargaining unit members represented by the FOP and by the Town Commission, whichever occurs later. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

5. Other than as specifically set forth herein, this MOU does not modify the CBA.

6. The parties agree that this MOU represents the Parties' entire agreement with regards to this subject matter, and that it cannot be amended or modified without express written consent of the Parties.

**FRATERNAL ORDER OF POLICE,**

**TOWN OF SURFSIDE, FLORIDA**

By: \_\_\_\_\_  
Vincent Castiglia  
FOP Staff Representative

By: \_\_\_\_\_  
Guillermo Olmedillo  
Town Manager