

RESOLUTION No. 2026-3548

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND AFSCME FLORIDA COUNCIL 79 REGARDING HOLIDAY PAY; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") and AFSCME Florida Council 79 ("AFSCME") entered into a Collective Bargaining Agreement for the period of October 1, 2025 to September 30, 2028 ("CBA"), which sets forth the terms and conditions of employment of classified employee; and

WHEREAS, the Town has determined that an amendment to Article 11, Section 2 of the CBA is necessary to address pay for employees that work on Holidays; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding between the Town and AFSCME (the "MOU"), in substantially the form attached hereto as Exhibit "A," in order to confirm the parties agreement with respect to an amendment to Article 11, Section 2 of the CBA, modifying the pay and compensation provisions for employees that work on recognized Holidays; and

WHEREAS, the Town Commission finds that this MOU is in the best interest and welfare of the Town and its employees.

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

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval and Authorization. The Town Commission hereby approves the MOU, in substantially the form attached hereto as Exhibit "A." The Town Manager is authorized to execute the MOU in substantially the form attached hereto as Exhibit "A."

Section 3. Implementation. The Town Manager and/or Town Officials are hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the MOU.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of August, 2026.

Motion By: Commissioner Vildostegui
Second By: Commissioner Travani

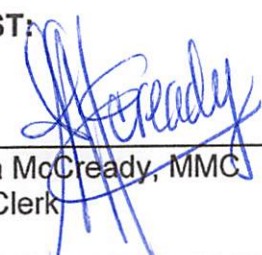
FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner David Weingot	<u>Absent</u>
Vice Mayor Dayana Benmergui	<u>Absent</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:



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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF SURFSIDE, FLORIDA
AND
AFSCME FLORIDA COUNCIL 79**

WHEREAS, the Town of Surfside, Florida and AFSCME Florida Council 79 (collectively referred to as “the Parties”) ratified and entered into a Collective Bargaining Agreement (“CBA”) for the period October 1, 2025 through September 30, 2028; and

WHEREAS, the CBA applies to all classified employees employed by the Town of Surfside whose classifications appear in Appendix B and others that may be added as needed; and

WHEREAS, the Parties have agreed to amend Article 11, Section 2 of the CBA pertaining to workdays that fall on holidays; and

WHEREAS, the provisions in this Memorandum of Understanding (“MOU”) are intended to apply to all Employees covered by the CBA; and

WHEREAS, the Parties intend that any compensatory time earned under this MOU shall be governed by Article 7, Section 10 of the CBA and the Fair Labor Standards Act, including the eighty (80) hour cap and the annual payout requirement set forth in Article 7, Section 10; and

WHEREAS, this MOU shall remain in full force and effect for the duration of the current CBA and shall continue during any status quo period until a successor agreement is ratified, unless modified by written mutual agreement of the Parties; and

WHEREAS, except for Section 2, no other provisions of Article 11 are amended by this MOU; and

NOW THEREFORE IT IS HEREBY AGREED:

1. Article 11, Section 2 of the CBA is hereby deleted in its entirety and replaced with the following:

Section 2 - Holiday on Workday:

- A. Employees who work on a holiday shall have the option to: (1) receive their regular hourly rate of pay in addition to holiday pay for all hours worked on that holiday; or (2) for non-

exempt employees, in lieu of receiving holiday pay, convert such holiday pay to compensatory time at a rate of one hour of compensatory time for each hour of holiday pay that is converted. Any compensatory time earned under this Section shall be subject to Article 7, Section 10 of the CBA and the Fair Labor Standards Act, including the eighty (80) hour cap and the annual payout at the last payroll of the fiscal year. For any hours that also qualify as overtime under the Fair Labor Standards Act, compensatory time shall accrue at the rate required by Article 7, Section 6 and the Fair Labor Standards Act. An employee wishing to convert holiday pay to compensatory time shall submit the request at least five (5) calendar days prior to the holiday. However, if the employee elects or is assigned to work the holiday less than five (5) calendar days in advance, the request may be made no later than five (5) calendar days after the holiday. An employee who does not timely submit a request shall receive holiday pay under option (1).

- B. An employee who is scheduled to work on the day observed as a holiday and calls in sick will be charged sick leave hours and not receive holiday pay for that day.

By: _____
AFSCME Florida Council 79

By: _____
Town of Surfside

Date: _____

Date: _____

APPROVED AS TO FORM:



Shana H. Bridgeman
Assistant Town Attorney

APPENDIX B
AFSCME UNIT CLASSIFICATIONS

Classification Title

Accountant

Beach Patrol/Litter Custodian

Building Inspector/Plans Examiner

Building Permit Technician I

Building Permit Technician II

Building Permit Technician III

Code Compliance Officer I

Code Compliance Officer II

Code Compliance Officer III

Custodian

Customer Service Rep

General Service Worker

Heavy Equipment Operator

Lifeguard

Maintenance Worker I

Maintenance Worker II

Maintenance Worker III

Mechanic

Parking Enforcement Officer

APPENDIX B (Continued)

Program and Events Coordinator

Public Safety Specialist

Public Works Coordinator

Records Technician/Assistant to Town Clerk

Recreation Leader I

Recreation Leader II

Refuse Collector

Solid Waste Refuse Truck Operator I

Solid Waste Refuse Truck Operator II