RESOLUTION NO. R-2013 -131

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, LOCAL 6009, ("IUPA") FOR THE BARGAINING UNIT CONSISTING OF THE CITY'S BLUE COLLAR EMPLOYEES; AUTHORIZING THE CITY MANAGER TO EXECUTE AND TO TAKE ALL ACTIONS NECESSARY TO OFFER AND IMPLEMENT A VOLUNTARY RETIREMENT INCENTIVE PLAN TO ELIGIBLE BARGAINING UNIT EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") and the International Union of Police Association ("IUPA") are parties to a Collective Bargaining Agreement ("CBA") for the period October 1, 2012 through September 30, 2015 covering full-time non-professional blue collar employees of the City ("Bargaining Unit Employees");

WHEREAS, Bargaining Unit Employees are members of the City's Clair T. Singerman Employees Retirement System ("Plan");

WHEREAS, the City desires to amend the Plan to offer and implement a voluntary retirement incentive plan ("Retirement Incentive Plan"), to Bargaining Unit Employees who meet the eligibility requirements; and

WHEREAS, IUPA has ratified and agreed to the terms of the Retirement Incentive Plan as described in the attached Memorandum of Understanding ("MOU"), for the benefit of the eligible Bargaining Unit Employees; and

WHEREAS, the City Council finds that the ratification of the MOU is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

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

Section 2. **Ratification of Memorandum of Understanding**. The MOU between the City and the Union, in the form attached hereto as Exhibit "A," is hereby authorized and approved.

Section 3. **Authority of City Manager**. The City Manager is hereby authorized to execute the MOU on behalf of the City and take all actions necessary to implement the MOU and the purpose of this Resolution.

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

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of November, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Steril

Seconded by: Galvin

Vote:

Mayor Lucie M. Tondreau	x (Yes)	____ (No)
Vice Mayor Scott Galvin	x (Yes)	____ (No)
Councilperson Carol Keys, Esq.	x (Yes)	____ (No)
Councilperson Philippe Bien-Aime	x (Yes)	____ (No)
Councilperson Marie Erlande Steril	x (Yes)	____ (No)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, LOCAL 6009

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2013 by the City of North Miami, Florida, a Florida municipal corporation ("City"), and the International Union of Police Associations, AFL-CIO, Local 6009 ("IUPA") (collectively referred to as the "Parties").

WHEREAS, the City and IUPA are parties to a Collective Bargaining Agreement ("CBA") for the period October 1, 2012 through September 30, 2015 covering full-time non-professional blue collar employees of the City ("Bargaining Unit Employees");

WHEREAS, Bargaining Unit Employees are members of the City's Clair T. Singerman Employees Retirement System ("Plan");

WHEREAS, the City desires to amend the Plan to offer and implement a voluntary retirement incentive ("Retirement Incentive") to Bargaining Unit Employees who meet the eligibility requirements set forth herein; and

WHEREAS, the City and IUPA have agreed to make the Retirement Incentive available to eligible Bargaining Unit Employees.

NOW, THEREFORE, in light of the foregoing recitals, the Parties intending to be legally bound, do hereby stipulate and agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. The Parties acknowledge and agree that Bargaining Unit Employees shall be offered the opportunity to voluntarily participate in the Retirement Incentive, the terms of which are summarized below:

   (a) A Bargaining Unit Employee who meets the following requirements will be eligible to participate in the Retirement Incentive (hereinafter, "Eligible Employee"): (i) his/her age and years of credited service with the City must equal at least sixty (60) on or before January, 1 2014; (ii) he/she must meet the eligibility requirements set forth in Section 15-89 "Retirement dates" of the City's Code of Ordinances for normal retirement or early retirement, provided that for a Bargaining Unit Employee that is only eligible for early retirement under that Section, such employee must receive an immediate monthly benefit as set forth in Section 15-90(3)(b) in the City's Code of Ordinance and not a deferred monthly benefit as set forth in Section 15-90(3)(a) of the City's Code of Ordinance if he/she elects to participate; and (iii) he/she must have ten (10) or more years of credited service on or before January 1, 2014. Credited

Service for purposes of the Retirement Incentive shall mean the total number of years during which an Eligible Employee has been employed by the City and shall include any period of time since the inception of that Eligible Employee's employment with the City during which that Eligible Employee performed "Qualified Military Service" consisting of voluntary or involuntary service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and has made his/her required contributions to the Plan for such "Qualified Military Service."

(b) Eligible Employees who elect to participate in the Retirement Incentive shall be provided with the following benefits:

i. The regular monthly normal retirement benefit for credited service after July 1, 1969 set forth in Section 15-90 "Retirement benefits" of the City's Code of Ordinances shall be increased from 3% to 4% of average final compensation times all years of Credited Service in the Plan up to twenty (20) years. The regular monthly normal retirement benefit for Credited Service in the Plan over twenty (20) years and for service not included within the definition of Credited Service in paragraph 2(a) above shall continue to be 3% of average final compensation times the years for that service.

ii. An Eligible Employee shall receive one (1) week of his/her base salary, up to a maximum of six (6) weeks, for every full week that he/she retires prior to January 1, 2014. In other words, if an Eligible Employee retirees on January 1, 2014, he/she is not entitled to a lump sum payment, however, if he/she retires on December 3, 2013, he/she is entitled to four (4) weeks of the lump sum payment. Such lump sum payment shall not be part of compensation for purposes of calculating an Eligible Employee's retirement benefit.

iii. For Eligible employees who are under the age of 65, the City shall pay the full cost of the Eligible Employee's health insurance premium through September 30, 2014, provided the Eligible Employee participates in the City sponsored health insurance plan. The City also shall contribute $150.00 per month towards the cost of dependent health insurance coverage if the Eligible Employee elects coverage for his/her spouse/partner or his/her child(ren) and $250.00 per month if the Eligible Employee elects family coverage (spouse/partner and child(ren), provided that the Eligible Employee's dependents participate in the City sponsored health insurance plan. The City shall pay the aforementioned premiums through September 30, 2014 or until the Eligible Employee reaches age 65 or is covered by Medicare, whichever of the three (3) comes first.

iv. In selecting the method for payment of the retirement benefits under the Plan, an Eligible Employee participating in the Retirement

Incentive shall not be allowed to elect the single lump sum payment option or the partial lump sum/annuity option set forth in section 15-95 "Optional methods of retirement payments" of the City's Code of Ordinances.

3. All other terms and conditions of the Plan as set forth in Article III "Clair T. Singerman Employees Retirement System" of the City's Code of Ordinances not specifically amended by the aforementioned provisions, shall remain in effect and applicable to all Eligible Employees electing to participate in the Retirement Incentive, including but limited to the retirement dates set forth in Section 15-89 "Retirement dates" of the City's Code of Ordinances and the provision for delayed retirement benefits and penalties for early retirement set forth in Section 15-90 "Retirement benefits" of the City's Code of Ordinances.

4. Eligible Employees who wish to participate in the Retirement Incentive must make their election to participate in the Retirement Incentive by November 15, 2013. The election is irrevocable and must be in writing on a form approved by the City including a waiver and release of all claims against the City.

5. Eligible Employees who participate in the Retirement Incentive must retire from the City on or before January 1, 2014.

6. This MOU represents the Parties' entire agreement as it relates to the Retirement Incentive and it cannot be amended or modified without the express written consent of the Parties.

7. This MOU shall become effective upon ratification by the Union and the City. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

8. The parties signify their agreement with this MOU by affixing their signatures below.

International Union of Police Associations AFL-CIO Local 6009	City of North Miami
By: _____	By: _____
Title: _____	Title: _____
Dated: _____	Dated: _____