

ORDINANCE NO. 2013-15

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH; AMENDING SECTION 1.05, AMENDMENT OF THE PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; DELETING SECTION 6.12, EARLY RETIREMENT INCENTIVE; AMENDING SECTION 6.13, COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.14, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach has established and maintains a Retirement Plan and Trust for the General Employees of the City of North Miami Beach; and

WHEREAS, on July 29, 2013, the General Employees of AFSCME approved a collective bargaining agreement, by a vote of 103 to 30, which included amendments to the General Employees Pension Plan; and

WHEREAS, besides the amendments to the current General Employees Pension Plan, under Article 26 of the Collective Bargaining Agreement, the AFSCME union further agreed to remove that provision within the Plan which required that 66-2/3% of the active participants of the Plan approve any amendment of the Plan prior to the City Council making any amendments to the Plan; and

Miami Beach, specifying such amendment, subject only to the applicable requirements of federal and state law, following limitations:

~~(1) Approval of Participants Approval of 66 2/3% of the active participants shall be required before the Plan may be amended by the City Council.~~

~~(A) Such consent shall not be required if such amendment pertains to the actuarial soundness of the Plan as determined by the actuary employed by the City Council in accordance with Section 5.06 or if such amendment shall be necessary to comply with any laws or regulations of the United States or of any State to qualify this as a tax exempt plan and trust.~~

(2) Report and Recommendation from City Manager and the actuary and/or any other pension board or consultant may be considered~~shall be required~~ before the Plan may be amended by the City Council.

(3) [No change]

(4) [No change]

(b) [No change]

Section 2. Article II of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Definitions", is proposed to be amended as follows:

ARTICLE II DEFINITIONS

* * *

DROP Participant means a member of the Deferred Retirement Option Program. Upon the resignation of the Employee, after entering the DROP, or upon conclusion of the maximum DROP

~~participation period specified in Section 6.14 five years in the DROP, a person is no longer a DROP participant.~~

* * *

Normal Retirement Date ~~shall have the same meaning as set forth in Section 6.01(b) means the first day of the month coincident with or next following the date a member attains the age of 62, or, effective July 1, 1998, completes 20 years of service after having reached the age of 55.~~

* * *

Section 3. Article VI, Section 6.01 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Normal Retirement”, is proposed to be amended as follows:

Section 6.01 NORMAL RETIREMENT

- (a) Normal Retirement Defined - Normal retirement under the Plan is retirement from the service of the City on or after the normal retirement date.
- (b) Normal Retirement Date
 - (1) The normal retirement date of each participant will be the first day of the month coincident with or next following the date he attains age 62, or, effective July 1, 1998, completes 20 years of service after having reached the age of 55. Notwithstanding the preceding sentence, the normal retirement date for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed and not participating in the DROP on September 30, 2013, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, shall be age 62 with 10 or more

years of credited service, or age 60 with 25 or more years of credited service. Participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed and not participating in the DROP on September 30, 2013, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, may retire upon reaching age 62 or age 55 with 20 or more years of credited service and terminating City employment or entering the DROP, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to October 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on and after October 1, 2013 upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service, and terminating City employment or entering the DROP. The normal retirement date for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit hired on or after October 1, 2013 shall be age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service.

(c) Amount of Retirement Income.

The monthly amount of retirement income payable to a participant who retires on or after his normal retirement date shall be an amount as follows:

- (i) [No change]
- (ii) [No change]
- (iii) [No change]

(iv) For participants retiring after September 30, 1996 but before July 1, 1998: 2.50% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(v) For participants retiring after July 1, 1998 but before August 24, 2000: 2.60% (.0260) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(vi) For participants retiring after August 24, 2000: 3.00% (.0300) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(vii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit on and after October 1, 2013: 2.50% (.0250) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on September 30, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service.

(d) Payment of Retirement Income - The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the participant's normal retirement date (or on the first day of the month coincident with or next following his actual retirement, if later), except as otherwise provided in section 6.01(b)(1) . The last payment will be the payment due next preceding the retired participant's death. In the event the participant dies after his retirement but before

he has received retirement income payments for a period of ten (10) years, the same monthly benefit will be paid for the remainder of such 10-year period to the beneficiary (or beneficiaries) designated by the participant; or, if no designated beneficiary is surviving, the same monthly benefit shall be payable for the remainder of such 10-year period as provided in Sections 7.02 (Beneficiaries) and 7.03 (Contingent Beneficiaries) hereof.

* * *

Section 4. Article VI, Section 6.02 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Early Retirement and Retirement Income”, is proposed to be amended as follows:

Section 6.02 EARLY RETIREMENT AND RETIREMENT INCOME

- (a) [No change]
- (b) Payment Governed By - In the event of early retirement, payment of retirement income will be governed by the following provisions:
 - (1) Early Retirement Date - The early retirement date will be the first day of the month coincident with or next following the date a participant retires from the service of the City under the provisions of this section, prior to his normal retirement date.
 - (2) Amount of Retirement Income.

The monthly amount of retirement income payable to a participant who retires prior to his normal retirement date under the provisions of this section shall be an amount as follows:

 - (i) [No change]
 - (ii) [No change]

- (iii) [No change]
- (iv) For participants retiring after September 30, 1996 but before July 1, 1998: 2.50% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (v) For participants retiring after July 1, 1998 but before August 24, 2000: 2.60% (.0260) of final monthly compensation, multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (vi) For participants retiring after August 24, 2000: 3.00% (.0300) of final monthly compensation, multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (vii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit on and after October 1, 2013: 2.50% (.0250) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on September 30, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of

- credited service. This amount is multiplied by the actuarial reduction factor to
- (3) reflect the early retirement age.

[No change]

Section 5. Article VI, Section 6.04 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Benefits Other Than on Retirement", is proposed to be amended as follows:

Section 6.04 BENEFITS OTHER THAN ON RETIREMENT

(a) Benefit on Termination of Service.

- (1) Deferred Payment of Benefits - In the event of the termination of a participant's service prior to his normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he has completed ten (10) years of credited service (hereafter referred to as a "terminated participant"), he will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence on his normal retirement date (if he shall then be living) in an amount as follows, with such amount multiplied by the Vested Percentage described below.

Effective October 1, 2002, in the event of the termination of a participant's service prior to his normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he has completed six (6) years of credited service (hereafter referred to as a "terminated participant"), he will be entitled to

a monthly retirement income. Notwithstanding the preceding sentence, effective October 1, 2013 for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit, in the event of the termination of such participant's service prior to the normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after completion of ten (10) years of credited service (hereafter referred to as a "terminated participant"), the participant will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence on his normal retirement date (if he shall then be living) in an amount as follows, with such amount multiplied by the Vested Percentage described below.

- (i) [No change]
- (ii) [No change]
- (iii) [No change]
- (iv) For participants terminating after September 30, 1996 but before July 1, 1998: 2.50% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service.
- (v) For participants terminating after July 1, 1998 but before August 24, 2000: 2.60% (.0260) of final monthly compensation, multiplied by years and completed calendar months of credited service.
- (vi) For participants terminating after August 24, 2000: 3.00% (.0300) of final

monthly compensation, multiplied by years and completed calendar months of credited service.

(vii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit on and after October 1, 2013; 2.50% (.0250) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on September 30, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service.

(2) Vesting.

(i) [No change]

(ii) [No change]

(iii) The vested percentage for participants who terminate on or after October 1, 2002 will be 0% for those with less than 6 years of credited service, and 100% for those with credited service of 6 years or more.

(iv) Notwithstanding paragraph (iii) above, the vested percentage of participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed on September 30, 2013, have not attained 6 years of credited service on that date and terminate after that date

will be 0% for those who terminate with less than 10 years of credited service, and 100% for those who terminate with credited service of 10 years or more. The vested percentage for such participants who are employed on September 30, 2013 and have attained 6 years of credited service on that date will be 100%. The vested percentage for participants hired on or after October 1, 2013 will be 0% for those who terminate with less than 10 years of credited service, and 100% for those who terminate with credited service of 10 years or more.

(3) [No change]

(4) [No change]

(5) [No change]

(6) [No change]

(7) [No change]

(8) [No change]

(9) [No change]

(10) Termination Prior to Completion of 10 Years Credited Service for Certain Participants – Notwithstanding subsection (9) above and except as provided in Section 6.01 with respect to normal retirement, Section 6.03 with respect to disability retirement and Section 6.04 with respect to death, participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed on September 30, 2013 and have less than six (6) years of credited service on that date, whose service is terminated on or

after October 1, 2013 but prior to the date on which such participant has completed ten (10) years of credited service, shall be entitled only to the return of the participant's contributions, plus interest at the rate of 3% compounded annually. Notwithstanding subsection (9) above and except as provided in Section 6.01 with respect to normal retirement, Section 6.03 with respect to disability retirement and Section 6.04 with respect to death, participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are hired on or after October 1, 2013 and whose service is terminated prior to the date on which such participant has completed ten (10) years of credited service, shall be entitled only to the return of the participant's contributions, plus interest at the rate of 3% compounded annually.

(b) [No change]

(c) [No change]

Section 6. Article VI, Section 6.12 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Early retirement Incentive", is proposed to be deleted in its entirety as follows:

~~Section 6.12 EARLY RETIREMENT INCENTIVE~~

~~Notwithstanding the provisions of subsections 6.01 and 6.02 above, those participants who, as of May 31, 1996, have attained the age of 55 and have completed at least twelve (12) years of credited service or who have attained the age of 59, regardless of years of service, shall be permitted to retire on or before June 1, 1996 on a date approved by the City Manager, and upon retirement, shall~~

~~receive a service pension of 2.5% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service, augmented by three additional years of service credit, and, where appropriate, multiplied by the actuarial reduction factor to reflect retirement prior to age 62, with the participant's actual age at retirement augmented by three years of age.~~

Terms and conditions for early retirement incentive:

- ~~(1) The application for retirement must be received by the Retirement Plan no later than 5:00 p.m. on May 1, 1996, unless extended by the City Manager. All applications for retirement submitted after February 1, 1996 shall be considered as an application under this early retirement incentive section;~~
- ~~(2) As a condition of receiving a pension at the rates set forth above, the participant shall make an irrevocable application to the Retirement Plan for normal retirement on a date approved by the City Manager which must be before June 1, 1996 and shall retire on the date so approved unless the retirement date is extended by the mutual agreement of the participant, the Retirement Committee and the City Manager;~~
- ~~(3) Any accrued annual and sick leave payouts remaining as per contractually established caps and due to a participant as of his or her designated retirement date, shall be paid by the City to the participant in three (3) equal installment payments, without interest, commencing after the participant's designated retirement date, with the remaining two (2) installment payments to be made on January 14, 1997 and January 13, 1998, except that:~~

~~Employees whose total accruals are less than \$9,000 will be paid up to \$3,000 at retirement. Remaining unpaid accruals above \$3,000 but less than \$6,000 will be paid on January 14, 1997. Remaining unpaid accruals \$6,000 or above will be paid on~~

~~January 13, 1998.~~

- ~~(4) The City shall pay prorated longevity accrual upon retirement.~~
- ~~(5) Upon retirement, the City shall pay the participant a cash bonus equivalent to five percent (5%) of current annual salary.~~
- ~~(6) The City shall provide the participant with single coverage FMO equivalent for 60 months (5 years) or until participant becomes eligible for medicare, whichever comes first. Retiree may upgrade his/her coverage by paying the difference in monthly premiums. At the end of this period retirees who selected this retirement window may participate in the City's health insurance plan in a manner similar to that available to other retirees at that time.~~

Section 7. Article VI, Section 6.13 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Cost of Living Adjustments", is proposed to be amended as follows:

Section 6.13 COST OF LIVING ADJUSTMENTS

Commencing October 1, 1999, and on the first day of each October thereafter, the monthly income payable hereunder to each participant or beneficiary who has been receiving benefits under any provision of this plan for one or more years, or to any such participant's or beneficiary's surviving beneficiary, shall be increased by two and one-quarter percent (2.25%). Notwithstanding the preceding sentence, the cost of living adjustment applied to the benefits earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit for credited service on and after October 1, 2013 shall be three-quarters percent (0.75%) annually with the first adjustment applied on October 1 after three years following termination of employment;

provided, any participant who is employed and not participating in the DROP on September 30, 2013 and who on that date has attained age 62 or age 55 with 20 or more years of credited service, shall upon retirement under section 6.01 hereof be eligible for an annual cost of living adjustment of 2.25% commencing on October 1 after one year following retirement.

Section 8. Article I, Section 6.14 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Deferred Retirement Option Program”, is proposed to be amended as follows:

Section 6.14 **DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

- (1) [No change]
- (2) [No change]
- (3) [No change]
- (4) [No change]
- (5) An employee is eligible to enter the DROP upon attaining twenty (20) years of service and reaching age fifty-five (55), or attaining age 62 regardless of the number of years of service. Notwithstanding the preceding sentence, employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are employed on September 30, 2013 and have not attained age 62 or age 55 with 20 or more years of credited service on that date, shall be eligible to enter the DROP upon attaining age 62 or age 55 with 20 or more years of credited service, and upon DROP entry shall be eligible to receive the benefit based on their credited service prior to October 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on

and after October 1, 2013 upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service. Employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are hired on or after October 1, 2013 shall be eligible to enter the DROP upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service.

(6) The total years of participation in the DROP may not exceed five (5) years. Notwithstanding the preceding sentence, for employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are employed on September 30, 2013 and have not attained age 62 or age 55 with 20 or more years of credited service on that date, and employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are hired on or after October 1, 2013, the total years of participation in the DROP may not exceed three (3) years.

(7) [No change]

(8) [No change]

(9) [No change]

(10) [No change]

(11) [No change]

(12) [No change]

(13) [No change]

(14) The decision to enter the DROP is irrevocable. Each Employee who enters the DROP is required to execute whatever documents the Retirement Committee promulgates, which shall include, at a minimum, an agreement that he or she will resign from the City no

later than the end of the maximum DROP participation period~~five (5) years from actual date of entering the DROP.~~

(15) If for any reason, a court of competent jurisdiction determines that the irrevocable election is not enforceable, and an Employee chooses to remain in the employment of the City beyond the end of the maximum DROP participation period~~five (5) years~~, the Employee's retirement benefit will be calculated as if the Employee had never entered the DROP , and the Employee will be required to make contributions to the Pension Fund in an amount sufficient to cover the Employee and City contributions that would have been made had the Employee not elected to participate in the DROP, along with interest, as determined by the Retirement Committee upon the advice of the actuary.

(16) [No change]

(17) [No change]

(18) [No change]

Section 9. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 10. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 11. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 12. This ordinance shall take effect immediately upon adoption.

APPROVED BY TITLE ONLY on first reading this **20th day of August, 2013.**

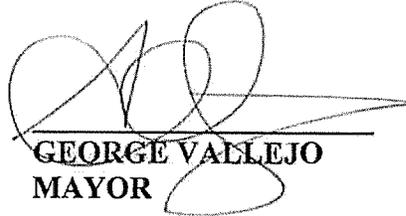
APPROVED AND ADOPTED on second reading this **11th day of September, 2013.**

ATTEST:



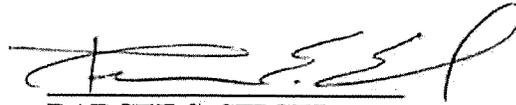
**PAMELA L. LATIMORE
CITY CLERK**

(CITY SEAL)



**GEORGE VALLEJO
MAYOR**

APPROVED AS TO FORM



**DARCEE S. SIEGEL
CITY ATTORNEY**

Sponsored by: Mayor & Council

ORDINANCE NO. 2013-15