

**CITY OF VENICE**  
**MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND**  
**BOARD MEETING – ELIGIBILITY HEARING**  
***MINUTES***

**Monday, June 12, 2017 - 4:00 P.M.**

**First Floor Meeting Room**  
**5300 East Laurel Road, Venice, FL**

<b>Members Present:</b>	Rich Lanigan, Secretary Barbara Fraser Shawn Carvey Nick Pachota
<b>Members Absent:</b>	Ed Van Deusen, Chairman
<b>Plan Attorney:</b>	Scott Christiansen
<b>Plan Administrator:</b>	Shelly Baumann
<b>Claimant:</b>	Gerald Collins

**CALL TO ORDER/ ROLL CALL**

The meeting was called to order at 4:05 P.M.; by Chairman Pro-Tem Rich Lanigan who stated that a quorum was present with four (4) members in attendance.

Attorney Christiansen addressed the Board and gave an overview of why this hearing was scheduled. Mr. Collins requested a hearing on the issue of his eligibility to be considered for a disability pension from the pension Plan. Attorney Christiansen then reviewed the facts as outlined in his letter to Mr. Collins. Mr. Collins was a firefighter with the City of Venice who left the Plan in September 30, 2014 and at that time he elected to go into the Florida Retirement System (FRS). He then terminated his employment with the City of Venice in December 2016. This meant that he was no longer a member of this Plan or FRS. The definition of "member" means an actively employed full time firefighter who is making contributions to the Plan. When he went to FRS in 2014 he stopped making contributions to the Plan and began making contributions to FRS. He then became a terminated vested person who has a right to a benefit at his early or normal retirement date from the current Plan. Attorney Christiansen stated that there are two (2) issues: 1) The first issue is he a member of our Plan for the purpose of being able to apply for a disability pension from our Plan after he has gone to FRS. The provisions for disability say that a member of the Plan can apply for disability benefits. He is no longer a member of the Plan because he is now a member of FRS and you can't be in both plans at the same time. He wasn't making contributions to the Plan and therefore he is not a member and cannot apply for a disability pension from our Plan. 2) However let us say that when he goes to

FRS some argument could be made that he is still a member of our Plan for the purposes of being able to apply for a disability benefit. There is an additional problem because in December 2016 he voluntarily terminated his employment with the City. So he is no longer a member of either Plan. If he was still a member of our Plan before he terminated his own employment and he then terminated his employment he would not be eligible to apply for a disability pension because our Plan states that *“If you are no longer employed by the City, you are not eligible for a disability benefit”*.

Mr. Collins then addressed the Board noting that he was the union representative to negotiate the contract and he does not believe that the language is accurate. Mr. Collins stated that the current contract between the Union and the City states that member benefits will be frozen. It was understood that what was negotiated and ratified was to make the language in the pension reflect what the union contract says. Mr. Collins noted that there is a Memorandum of Understanding which addresses this issue. Mr. Collins is positive that Alan Bullock the director of the Human Resources Department would agree that the disability benefit should have been frozen. Mr. Collins stated that every member believes that all benefits were frozen and feels that this issue needs to be addressed beyond his request. Mr. Collins said that when he terminated his employment he went on Family Medical Leave Act (FMLA) and went directly into treatment. He was not medically able to follow through with applying for a disability at that time. Mr. Collins believes that he has earned this benefit. Mr. Collins is asking for the Board to approve his request and for the attorney's advice that if there are legal documents that show that the language in the pension does not reflect the legal contract between the Union and the City that the Board has the ability to approve his request based on that and then request the attorney to adjust the language to reflect the contract that was agreed to and ratified by the City and Union.

Attorney Christiansen stated that the *“accrued”* benefit is the benefit that became frozen and not the disability benefit. The disability benefit is not a benefit that you had when you left. It is available to members of the Plan. Mr. Collins would have been eligible from FRS because that is the system he was a member of. Attorney Christiansen stated that the Boards job is to look at the Pension Plan Ordinance and to interpret the Ordinance and apply what is written.

Mr. Collins said that in the union contract we very clearly asked if the language in the contract matched the Pension Ordinance. The agreement made was that every single benefit should be frozen. Attorney Christiansen asked Mr. Collins if he could seek a disability benefit from FRS to which he replied, no he is not vested. Member Fraser stated that you do not need to be vested to get a disability in FRS; however it must be In-line-of-duty.

Attorney Christiansen stated that the Board has no authority to look at the union contract and authorize a disability benefit based on it. They are to interpret the Ordinance and make a decision based on that. Mr. Collins believes there should be some route that the Board can take to ask that this be researched.

Attorney Christiansen then recommended that the Board find Mr. Collins not eligible for a disability from the Plan because: 1) he is no longer a member of the Plan, and 2) he terminated his employment December 2016.

Mr. Collins again stated that he was not medically able to apply when he left the City and he believes that the Board should be able to take this into consideration.

Member Lanigan asked if it would matter if Mr. Collins was sick while still a member of the current Plan to which Attorney Christiansen said that does not matter because he is no longer a member of the Plan.

Member Carvey said he knows that the benefits were frozen and that he or anyone else who went to FRS would need to qualify for a disability from FRS, whose requirements for a disability are much more stringent than the current Plans.

Member Pachota stated that he is not comfortable making a decision today, having just seen the backup.

Attorney Christiansen stated that he will not recommend that the Board investigate if the contract and Ordinance are in agreement. Member Fraser asked how that could be handled. Member Pachota stated that Mr. Collins should get with his attorney and the City noting that his obligation as a Board member is to make a determination based on what we can do based on our Plan.

Attorney Christiansen noted that he has done dozens of frozen plans around the state and he doesn't have one (1) plan that allows for a "frozen" disability benefit. He stated again that a disability benefit is not an accrued benefit, noting that the contract says that "*accrued benefits will be frozen on the date the City joins FRS*".

***Shawn Carvey made a motion to deny Mr. Gerald Collins disability request because he is not a member of this Plan and because he voluntarily terminated employment from the City; Rich Lanigan seconded the motion. The motion carried on a 3 to 1 vote. Yeas: Carvey, Fraser, and Lanigan. Nays: Pachota.***

Member Carvey informed the Board that he met with the city manager and human resources director today and they are aware of Mr. Collins request.

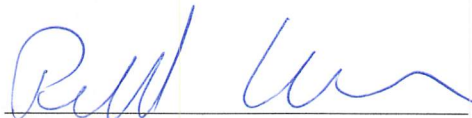
Member Fraser believes that someone should pursue this further.

**ADJOURNMENT** - There was no further business, and the meeting was adjourned.

**APPROVED:**



ED VAN DEUSEN, CHAIRMAN



RICH LANIGAN, SECRETARY