

ARTICLE 11: SHIFT EXCHANGE

The ~~exchange of~~exchange time policy will be as follows:

- 11.1. There shall be no limit as to the number of time exchanges between employees. Time exchanges will not be permitted for personnel on extra duty work details.
- 11.2. Exchanges must be made within ranks and approved by the BC at least 48 hours in advance. Exchanges of time made between the ranks of "CPT" and "LT" shall be considered to have been made within rank. In the event of an emergency or other unforeseen combination of circumstances, the BC may, with the approval of a Division Chief or other person of higher rank, grant approval of requests submitted less than 48 hours in advance. Denials of such requests shall be exempt from the provision of Section 11.5 below.
- 11.3. Exchanges of time for eight hours or less on the day of will require verbal approval by the Shift Commander, or his designee, for the departing member to be relieved of duty and then must be entered ~~in~~into the Department's electronic scheduling program. The advance notice will not be required for exchange of time for 8 hours or less, unless the exchange of time is to start at the beginning of a shift or when the employee is to report for duty, in which case the shift commander via chain of command will be advised by the person standing in prior to 2300 hours the preceding calendar day.
- 11.4. With the approval of the BC, a Firefighter in his/her initial probationary period may exchange time but only with personnel on the same shift.
- 11.5. Requests will be denied if in any way the exchange will interfere with the efficient operation of the Fire Department.
- 11.6. Employees will be notified in writing of the reasons why their request for an exchange was denied.
- 11.7. Individual shift exchange is not subject to the provisions of Article 23: Grievance Procedure and Arbitration.

ARTICLE 12: BEREAVEMENT LEAVE

- 12.1. Where there is a death in the immediate family of an employee member, that member shall be granted time off without loss of pay or benefits. For in or out of state burials, shift personnel shall be entitled to two shifts or 48 hours off and 40-hour personnel shall be entitled to 40 consecutive hours off.
- 12.2. Immediate family is described as: spouse, children, step-children, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, aunt, uncle, domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners, or with the City's approval, any person who has acted in such a capacity relative to the employee.
- 12.3. Consideration may be given for bereavement leave for other related family or any relative who is a legal resident of the employee's household at time of death.
- 12.4. The City reserves the right to require documentation supporting approval of bereavement leave after employee returns to work.
- 12.5. If additional time is required, provisions for emergency leave and the appropriate repayment of such time will be available at the FC's discretion.

ARTICLE 13: HOLIDAYS AND HOLIDAY PAY

13.1. The following legal holidays shall be observed in the manner indicated in Sections 13.2 and 13.3, below:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day (Fourth of July)
- Juneteenth
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

13.2. All shift personnel who are in employment status at a ~~time~~the time a holiday occurs shall be granted 12 hours holiday pay. Such holiday pay shall be paid in the first pay received in November.

13.3. All non-shift personnel, including recruits, who are in employment status at a ~~time~~the time a holiday occurs shall be granted 12 hours of holiday leave. Non-shift employees shall then utilize holiday leave in an amount equal to the hours in their normally scheduled workday on the actual date of the holiday. All remaining hours of holiday leave shall be paid in the same manner described in Section 13.2 above.

ARTICLE 14: VACATIONS

14.1. Eligibility and Process:

- a. All regular full-time employees are eligible for paid vacation following their first employment anniversary date.
- b. All vacation hours accrued may be used as paid time off, except that the max that can be used in one calendar year is 312 hours for shift personnel, and 220 hours for non-shift personnel. The time must first be accrued before it is available for use. Any employee who submits a request for vacation without first having those hours available for use, will go unpaid for time not worked (AWOL) and be subject to progressive discipline. Vacation hours must be utilized in blocks of time equal to the employee's full tour of duty on the day that leave is to be taken.
- c. Except as provided in Section 14.1(b), all employees shall return to duty on their shift or regular duty assignment upon expiration of their vacation hours.
- d. The Department shall be solely responsible for establishing the vacation selection procedure and will work collaboratively with the union in establishing procedures.
- e. Any employee who is absent from work due to work-related or caused illness or injury, shall continue to accrue vacation leave time for an absentee period while he/she remains on a paid status. If the employee retires due to the injury or illness, or terminates for any reason, he shall receive payment for all vacation time that accrued before the injury or illness up to the maximum as described in section 14.6 below.

14.2. Annual accrual of vacation time shall be determined by an employee's regular weekly hours of work and his seniority with the City. Annual accruals shall be prorated and credited to an employee's account on a bi-weekly basis in accordance with Sections 14.3 and ~~14.4~~, 14.4.

14.3. Non-shift employees shall accrue vacation time as follows:

- a. 4.23 per pay period - employees with 1 – 3 full years of service; or
- b. 5.08 per pay period hours - employees with 4 - 10 full years of service; or
- c. 6.31 per pay period hours - employees with 11 - 15 full years of service; or
- d. 6.92 per pay period— employees with 16 – 20 full years of service; or

- e. 8.46 per pay period— employees with 21 or more full years of service.
- 14.4. Shift employees shall accrue vacation time as follows:
- a. 8.31 per pay period - employees with less than 10 full years of service; or
 - b. 9.23 per pay period - employees with 10 or more full years of service.
- 14.5. Employees shall have the option of converting up to 72 hours of their annual vacation leave accrual into a lump sum payment. Converted annual leave shall be paid in the last pay period of November and calculated at the employee's hourly rate that is in effect at that time.
- 14.6. The maximum number of hours that can be sold back at time of separation is 462 hours. Any hours ~~in excess of~~ more than 462 hours must be used or will be lost at time of separation.

ARTICLE 15: WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

- 15.1. An employee, on becoming eligible for Workers' Compensation benefits on account of a job-related injury or illness, shall receive supplemental compensation from the City for a period of up to 16 weeks. The amount of supplemental compensation shall be the difference between the employee's gross pay (including educational incentive, but excluding expense allowance, other premiums and OT) which the employee would otherwise receive and the amount of the employee's weekly workers' compensation benefit. Effective May 6, 2015, such employees will no longer receive a separate benefit check from the City's third-party administrator. As a result, employees will no longer be paid a separate supplemental compensation check under this section but will instead receive a full paycheck (based on gross pay as stated above) from the City on a bi-weekly basis for a period of 16 weeks while in workers' compensation status under this Article. Subsequently, at the end of the 16-week period, unless there is an extension of supplemental pay as provided for in Section 15.2, any employee still in workers' compensation status under this section will receive a check from the City's third-party administrator in the amount provided under the workers' compensation law.
- 15.2. Except as provided in Section 15.3 below, the supplemental benefit will be extended beyond the 16 weeks for as long as the employee is unable to perform the employee's regular job duties, or until the employee is medically released to perform light duty work assignments, or until the employee receives a disability retirement pension, whichever occurs first. If a member reaches Maximum Medical Improvement (MMI) and is unable to perform the essential duties of their job classification, they member must apply for disability retirement within 14 calendar days of reaching MMI for the supplemental compensation to continue.
- 15.3. The City shall be given an opportunity at the end of 16 weeks, and every 8 eight weeks thereafter, to review the grant of supplemental compensation. The City agrees that an extension of the supplemental compensation will not be denied unless the City determines that the employee has engaged in fraud or malingering, or that there are conflicting medical opinions regarding the employee's ability to return to work. Should the City Manager ("CM"), or his designee, upon fair and equitable review, fail to extend the benefit provided by Section 15.2, the employee

shall be given at least one week's written notice prior to curtailment of the employee's benefits with copy to the Union; provided, however, that if the employee files an appeal of this decision pursuant to Section 15.4 below, the supplemental compensation shall be continued until such time as the arbitrator makes a determination. In the event the arbitration finds in favor of the City, the employee shall make a mutually satisfactory arrangement to pay back the supplemental compensation received after the date the City had initially determined to stop such payment.

- 15.4. The City's decision not to extend such benefits shall be subject to the grievance and arbitration provisions of this Agreement starting at Step 3 of the grievance and arbitration procedure. The parties further agree that should such a dispute go to arbitration, the arbitration procedure shall be expedited, and the arbitrator shall be requested, by both parties, to make a prompt award without a written opinion.

ARTICLE 16: APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall form a part of this Agreement.

ARTICLE 17: SENIORITY

- 17.1. The City shall prepare a seniority list which also includes seniority in rank of all members of the Fire Department and post the same during the month of October each year. Any objection to this list must be filed with the FC within thirty days of posting.
- 17.2. Seniority shall be determined in the following manner:
- a. rank; and
 - b. total time in rank; ties shall be broken in favor of the member(s) who ranked higher on the promotional eligibility list from which the promotions were made; and
 - c. time in service with the Fire Department; ties shall be broken by earliest date of application for employment in the Fire Department.
- 17.3. Seniority shall be used in determining:
- a. the order of vacation selections; and
 - b. lay-offs and/or reductions in personnel.
- 17.4. In the event of a personnel reduction, the employee with the least Fire Department seniority shall be laid off first with no regard to rank. In the event of a personnel reduction in ranks, the employee with the least seniority in that rank shall be reduced first. Recalls shall be determined by time in service with the Fire Department; the last person ~~laid-off~~ laid off will be the first person recalled.
- 17.5. If an employee fails to successfully complete a promotional probationary period or requests to be returned to his lower rank while serving a promotional probationary period, then all of his or her seniority in the lower rank shall be restored.
- 17.6. Seniority will be lost upon termination, resignation, or failure to report when recalled from layoff. Seniority will accrue during approved leave of absence, sickness or disability.
- 17.7. When a member returns to a previously held rank, their current and prior periods of service within that rank shall be "bridged" so that the member's credited seniority reflects a full and combined period of service. ~~For the purpose of~~ For proper slotting on departmental seniority lists, the date of the member's most recent entry into the

rank in question shall be manually adjusted ~~so as to~~to reflect a date that is consistent with the full bridged period of service within that rank.

ARTICLE 18: HOURS OF WORK, KELLY DAY

- 18.1. Shift personnel shall work 46.6 hours per work week, generally scheduled each workweek as 24 hours on duty, followed by 48 hours off duty.
- 18.2. A "Kelly Day" shall be combined with the 24/48 schedule (above), which grants time off every sixth shift, resulting in the 46.6-hour work week.
- 18.3. In the case of a Kelly Day added to a vacation period, it shall be construed to mean three consecutive calendar days off. When Kelly Days fall within or are contiguous with periods of scheduled annual leave, they will be administered in the same manner as annual leave. Therefore, members shall be relieved of all mandatory OT and emergency callback responsibilities upon the conclusion of their last tour of duty prior to ~~entering into~~entering the periods of Kelly Day/annual leave; these responsibilities will be resumed upon the members' return to normally scheduled duty. Nonetheless, during times of hurricanes and/or other large-scale emergencies, members on annual leave ~~are encouraged to voluntarily~~may be required by the FC to make themselves available for emergency callback in order to support departmental operations; the FC has sole authority to approve exceptions.
- 18.4. Those personnel whose classifications or regular assignments are based upon a forty hour per week schedule shall not have the practice of a Kelly Day.
- ~~18.5.~~ Shift personnel who are temporarily or permanently assigned to a non-shift schedule will be slotted into the appropriate non-shift pay status, with all related benefit adjustments, within two pay periods of the assignment.
- ~~18.5-18.6.~~ Members shall not be permitted to work more than forty-eight consecutive hours of scheduled duty. Members who work forty-eight consecutive hours must be off-duty at least twelve hours before returning to work. It is the member's responsibility to inform their immediate supervisor if the provisions of this policy would be violated due to overtime assignments, extra-duty work details, exchanges-of-time, or any other reason. Members shall not manipulate their schedules in order to circumvent this policy (i.e. ~~forty-seven~~47 hours on duty, one hour off duty via exchange-of- time, and ~~twenty-four~~24 more hours of duty). Under emergency circumstances, the Fire Chief or designee may waive this provision.

ARTICLE 19: PROMOTIONS AND PROMOTIONAL PROCEDURES

- 19.1. No Fire Department promotional examination shall be administered when that ~~particular test~~test has been used before. The Office of Human Resources shall obtain a new test for each examination administered. Under no circumstances shall the test be opened prior to the seating of candidates for the examination. Examination sheets (including both question-and-answer sheets) shall contain only a number for identification purposes. No candidate shall affix his/her name to the answer sheet or examination question sheet(s).
- 19.2. Written Examinations:
- a. The City agrees to provide sufficient funds to secure new tests from any recognized testing agency, excluding the State Fire College and the Community Colleges. The tests, consisting of 100 questions, shall be delivered to the ~~examiner~~examiner on the day of the examination. An advance information sheet shall be provided and posted for all promotional examinations. The sheet shall list the reference material from which the test is taken, and shall be posted when the examination is ordered, and at least ~~180-120~~ days prior to the examination. Members will be given a minimum of 30 days in which to enroll ("sign up") for a promotional examination.
 - b. Unless specifically exempted by the automatic attainment provisions of Article 44: Career Ladders, all promoted positions within the Agreement will be filled through the administration of written examinations, except for the promoted position of FPO III which may be filled by an administrative Test and Evaluation ("T&E") exam. No oral examination shall be administered for ~~promotion~~promotional purposes or advancement. Written exams shall be administered on a biannual basis with the resultant eligibility lists becoming effective ~~45-30~~ days after certification and shall remain in effect for a period of two years. Eligibility for a particular exam will be based upon a candidate's applicable seniority as of the effective day of the list and not the date of administration.
 - c. A representative of the Union shall be permitted to observe the following steps of the promotional testing process: transfer and distribution of testing materials, examination, grading of the test, and challenge review.

19.3. Test scores shall be calculated and carried to two decimal places and posted accordingly. Such scores shall reflect and list separately, written test grade, plus any applicable educational points (see Section 19.4 below), plus seniority credit points to be added to the minimum passing grade as follows (up to a maximum of twenty years):

for the first six months	0 points	for the 11 th full year	13.5 points
for the second six months	1 point	for the 12 th full year	14.0 points
for the second full year	3 points	for the 13 th full year	14.5 points
for the third full year	5 points	for the 14 th full year	15.0 points
for the fourth full year	7 points	for the 15 th full year	15.5 points
for the fifth full year	8 points	for the 16 th full year	16.0 points
for the sixth full year	9 points	for the 17 th full year	16.5 points
for the seventh full year	10 points	for the 18 th full year	17.0 points
for the eighth full year	11 points	for the 19 th full year	17.5 points
for the ninth full year	12 points	for the 20 th full year	18.0 points
for the tenth full year	13 points		

Seniority points for a particular exam shall be based upon a candidate's applicable seniority as of the projected effective date of the eligibility list and not the date of administration.

After the written score, any applicable educational points, and all applicable seniority points have been added to achieve a final combined score, any resulting tie scores will be broken by giving preference to members in the following order:

- a. Highest score on written test, excluding seniority and education ~~points;points.~~
- b. Greatest longevity in the Fire ~~Department;Department.~~
- c. Earliest date of application for employment with the Fire Department.

19.4. Any member who is testing for a promotional position and who is receiving the education incentive provided for in Sections 6.6(a), 6.6(b) or 6.6(c), will have three additional "educational points" added to the member's minimum passing grade.

19.5. Promotion shall be made in the order of finish in promotional examinations for the position of DE only (Rule of One). However, only those candidates who have demonstrated sufficient practical skills by successfully completing the DE skills

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sign-off sections of the Fire/Rescue Department's Procedures Manual shall be considered as eligible for promotion. Candidates who have failed to complete the DE skills sign-off sections shall be considered ineligible for promotion and shall be passed over on the list. Subsequent completion of the skills sign-off sections of the procedures manual shall render a candidate eligible for future promotional ~~opportunities~~, opportunities should such opportunities occur, but shall have no retroactive application. Skills signoffs shall be effective for a maximum period of two years before requiring a renewed skills demonstration with corresponding ~~sign-offs~~ signoffs.

19.6. Promotions shall be made from among the top three eligible on the appropriate eligibility list for all other promotional positions within the Agreement (Rule of Three). Consideration for appointment or rejection shall be based upon personnel performance and the material within the candidate's personnel file. Any promotional candidate who is passed over for promotion in favor of a candidate holding a lower position on the same eligibility list may request an explanation of the reason(s) as to why he or she was passed over. Such request must be in writing and forwarded directly to the FC. The FC, or designee, shall make a written response in a timely manner. Following receipt of the FC's response, the passed over candidate shall then have 10 calendar days in which to file an appeal with the Civil Service Board.

19.7. Eligibility Lists:

- a. A candidate's name shall remain on the eligibility list until its expiration date unless it is removed due to appointment. Eligibility lists shall remain in effect for a maximum period of two years and shall not be extended. Successor eligibility lists shall become effective upon the expiration of the preceding eligibility list and shall, thereafter, remain in effect for a maximum period of two years.
- b. If the FC can reasonably predict the full retirement and/or separation of a sufficient number of bargaining unit members so as to effectively exhaust a promotional eligibility list prior to its normal date of expiration, he/she shall initiate the posting and administration of a new promotional eligibility examination, subject to limitations contained herein.

- c. "Reasonably predict" shall mean as evidence based on judgment developed by reviewing:
- i. the dates on which members would attain 33 years of career service; and
 - ii. the dates on which members would attain eight years of participation in the Deferred Retirement Option Program "DROP" or in the Planned Retirement benefit; and
 - iii. the dates for which members have submitted written announcements of their impending resignation and/or retirement.
- d. "Effectively exhaust" shall mean to:
- i. utilize the final candidate on the DE eligibility list; or
 - ii. reduce all other eligibility lists to less than three candidates.

e. If a new eligibility list is created prior to the actual expiration or full utilization of the existing list, then the new list shall be appended to the end of the existing list to form a combined list. Upon reaching their normal expiration date, all rankings from the prior existing list will be dropped from the combined list so that only rankings from the new list shall remain. When applicable, candidates may hold two ranks.

~~19.8. All members who have signed up for a promotional examination will be provided a hard copy of the~~
Members shall be allowed to use the Fire Department computers and printers when there are updates to the Procedures Manual. This shall be a one-time occurrence for each member. From that point forward, the member will be responsible for keeping his/her manual current.

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ARTICLE 20: SAFETY & HEALTH

- 20.1. The City agrees to provide the highest applicable standards of safety and health that are reasonably attainable in the Fire Department in order to prevent or eliminate as much as possible: accidents, deaths, injuries, and illness in the Fire Department.
- 20.2. The parties agree that they will conform to and comply with applicable laws as to safety, health, sanitation and working conditions required by federal, state and local law, as well as the Hollywood Fire Department Health & Safety Committee Bylaws.
- 20.3. There shall be a six-member joint Safety and Health Committee composed of three members appointed by the Union, and three members appointed by the FC. The Committee shall meet quarterly (once each three months) or at such other times as shall be mutually agreed upon. The Committee shall establish such procedures necessary ~~tefor~~for its function and purpose, not inconsistent with any other established Departmental or City procedures.
- 20.4. The purpose of the Safety and Health Committee shall be to:
 - a. Inspect facilities, apparatus, equipment, and clothing and forward any recommendations agreed upon to the FC, with copies to the CM. The FC shall take such action on the recommendations as he determines to be immediately necessary and shall consider all other recommendations.
 - b. Review all accidents and injuries suffered in the line of duty.
- 20.5. The City shall furnish such safety equipment and other apparatus as current practice. Only personnel who have been trained and certified by the manufacturer or applicable agency shall be assigned to perform scheduled maintenance or repairs on self-contained breathing apparatus and personal protection devices. Regular preventive maintenance shall continue to be performed as per current practice.
- 20.6. At no cost to the employee, the City shall provide jointly approved (by both the City and the Union) prescription eyepieces (both lenses and lens holders) for use in conjunction with self-contained breathing apparatus masks. Before receiving an

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issued eyepiece, an employee must obtain a lens prescription at his own expense. A copy of this prescription shall be attached to a written request and forwarded to the FC's Office.

20.7 Each employee shall ~~also have the option of completing~~ complete an annual City sponsored comprehensive wellness preventative physical ~~with the cost of the wellness preventative physical "Life Scan" paid by the City at the Employee Health Center (EHC).~~ The comprehensive wellness preventative physical shall be in accordance with the National Fire Protection Association (NFPA) 1582. ~~Mandatory medical examination components.~~ The purpose of the NFPA 1582 physical is to reduce the likelihood of suffering a preventable line-of-duty death. It is available at no cost to members and provides a baseline health assessment to determine whether members are likely to incur a debilitating injury or medical event in the course of performing duties as a first responder and involves identifying rare life-threatening medical conditions or a condition that could quickly become life-threatening in the course of providing emergency services. Members identified by the provider as falling within this definition will be allowed light duty status pending follow-up treatment from the provider. Members on light duty status will be required to follow up on any identified concerns and may get a second opinion at their own cost. During this period, it is the member's responsibility to communicate with the designated health care provider and supply the necessary information and follow-up care. If members fail to follow up during this period, they will need to request an extension. For members that fail to follow up or request an extension, the health care provider may have to restart the physical process due to expired data, and that may result in the member being removed from light duty status until the identified health issue is resolved. Most identified health conditions are completely treatable and can result in the members being allowed to remain fully operational. Only a pass/fail result will be provided to the city from the provider and individual test results will be between the member and the EHC.

a. The mandatory components of the comprehensive wellness preventative physical in accordance with the National Fire Protection Association (NFPA) 1582 are the following:

i. Comprehensive Medical Exam: Physical Exam, Vital Signs, Vision and

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Hearing, Consultation and Review, Personalized Health Plan

ii. Fitness Analysis: Physical Performance Assessment, Metabolic Analysis with Body Fat, Nutritional Recommendations, Personal Exercise Program

iii. Laboratory Analysis: Comprehensive Metabolic Panel, Complete Blood Count, Total Lipid Panel, Thyroid Panel, Diabetes Test

iv. Ultrasound Imaging: Thyroid, Liver, Pancreas, Gallbladder, Kidneys

v. Cardiopulmonary: Pulmonary Function Test, EKG

b. While the comprehensive wellness preventative physical has mandatory components in accordance with the NFPA 1582, each physical will be individualized and additional voluntary preventative screenings, interventions, and immunizations may be prescribed as recommended by the provider or requested by the member in accordance with the guidelines such as a CT Calcium Score, Chest X-Ray, Skin Cancer Screening, Breast, Colon, Prostate Cancer Screenings, Immunizations and additional labs after an exposure or for high risk individuals based upon occupation, gender and age.

Each physical consists of the following:

- a. ~~Cardiac Treadmill Stress Test with EKG;~~
- b. ~~Comprehensive Metabolic Panel including a Complete Blood Count, Total Lipid Panel (cholesterol panel) Thyroid Panel, Diabetes Test, and a Urinalysis;~~
- c. ~~PSA Prostate Cancer Test for men;~~
- d. ~~Ovarian Cancer Test for women;~~
- e. ~~Mammogram;~~
- f. ~~Hearing Test;~~
- g. ~~Vision Test;~~
- h. ~~Pulmonary Function Test (Spirometry);~~
- i. ~~Fitness Analysis;~~
- j. ~~Metabolic Analysis with Body Fat~~
- k. ~~Strength, Endurance and Flexibility Tests;~~
- l. ~~Diet and Nutritional Recommendations;~~
- m. ~~Ultrasound Imaging including an Echocardiogram of the Heart, Carotid Arteries, Aorta and Aortic Valve, Thyroid, Liver, Pancreas, Gall Bladder, Kidneys, Spleen~~

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and Bladder; For women the Ovaries and Uterus and for men Testicular and Prostate;

n. Consultation with review of results and a personalized health plan;

e. CT scan provided it is recommended by the employee's physician (however, the City shall only pay for the cost associated with an ultra-sound body scan or a CT scan per calendar year — not both).

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~~20.7;~~20.8. Any employee seeking a light duty assignment as a result of because of the findings from the ~~medical examination~~comprehensive wellness preventative physical must make those findings available for review by the FC and the City's Risk Manager. All reviews will be conducted in a manner that provides the highest possible levels of medical confidentiality.

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~~20.8.~~ In conjunction with the City's Health Insurance, Preventative Health Care Wellness Exams are provided at no additional cost including but not limited to Height, Weight, Head Circumference, BMI, Blood Pressure, Psychosocial/Behavioral Assessments, Routine Immunizations: Meningococcal, Pneumococcal, Hepatitis A and B, HPV, Influenza Vaccine, Measles, Mumps, Rubella, Poliovirus, Rotavirus, Varicella, Zoster, Screening for Cholesterol/Lipid Disorders, Tuberculosis, Syphilis, HIV, Obesity and Depression. Each examination may also consists of the following minimum components: 12-Lead ECG interpreted by a licensed cardiologist; complete blood test; hearing test; vision test; lung volume test; treadmill stress test, if recommended by the examining physician or by the employee's personal physician; screening tests for tuberculosis, meningitis, hepatitis, and HIV, upon request by the employee; chest x-ray, at the option of the employee; mammogram, at the request of the employee; prostate examination, at the request of the employee.

20.9. The current provisions for employees engaging in on-duty physical exercise shall be continued. The parties recognize and agree that these provisions are an expressly required incident of employment and produce a substantial direct benefit to the City. In recognition of this direct benefit, the parties further agree that any injuries that result from participation in such activities shall be compensable under the provisions of F.S.440.092.

20.10. The City and the Union affirm their joint advocacy of a Drug-Free Workplace. To that end, the parties recognize that the health issue of substance abuse by employees will continue to be addressed in a proactive manner through the

Departmental Rules and Regulations Policies.

20.11. The City shall offer Hepatitis-C screenings, to be administered at the individual option of each employee. The City shall first offer baseline screenings for all employees and, thereafter, on an "as needed" basis for new hires and following significant communicable disease exposures involving blood products.

20.12. When a member of the Department has come in direct contact with a patient who has a contagious disease, or has been exposed to a contagion, the member shall immediately notify their supervising officer. That officer shall then follow current procedures. If a member is exposed during the member's tour of duty, it shall be presumed that the member acquired said disease due to that exposure if the member contracts it during the incubation period.

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ARTICLE 21: VACANCIES – PROMOTIONS

When a budgeted vacancy occurs in any unit position (except entry level firefighter), it shall be filled as soon as possible, but no more than 30 calendar days following the official severance of the vacating department member from the Fire Department. If there is no valid promotional person on the promotional/eligibility list, then this timeframe shall not apply. Filling of all promotional vacancies is to be in accordance with the promotional procedure adopted by this Agreement.

ARTICLE 22: MANAGEMENT RIGHTS

22.1 Except as provided in this Agreement, it is the right of the City solely and exclusively to determine the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over operations, including the right to sub-contract. It is also the right of the City to direct its employees, to hire, promote, demote, assign work, transfer employees, relieve its employees from duty because of lack of work or for other legitimate reason, to discipline, suspend, discharge for just cause, to establish the number and starting time of shifts, work week, work day; to control and regulate the use of all equipment and other property of the City and to require employees to observe Departmental ~~rules and regulations~~ Policies. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that ~~decision~~ decisions on these matters may have on terms and conditions of employment.

22.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights that belong to and are inherent in the City in its capacity as management. Any of the rights, powers, and authority the City had prior to entering into this CBA are retained by the City except as specifically abridged, delegated, granted or modified by this Agreement.

22.3 If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

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ARTICLE 23: GRIEVANCE PROCEDURE AND ARBITRATION

- 23.1. The parties recognize Chapter 447, Part II, of the Florida Statutes, subsection 447.401; that under this statute, the parties shall negotiate a grievance procedure, and those procedures as set forth under the aforementioned statutes shall apply to all parties; that the parties further recognize that disputes will occur, and in that frame establish the following procedures in an effort to provide a harmonious avenue in which to resolve differences between the parties. This grievance procedure shall be the sole and exclusive method of resolving disputes relating to the application and interpretation of this Agreement.
- 23.2. Any grievance (defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement and/or the Civil Service System), shall systematically follow the steps outlined below as the grievance procedure. Any grievance filed shall refer to the provision or provisions of this Agreement alleged to have been violated, shall adequately set forth the facts pertaining to the alleged violation or violations, and shall include the corrective action or actions requested by the aggrieved party. The parties agree that failure on the part of any party to properly provide the information described in this section will deem the grievance waived.
- 23.3. When a grievance arises, the aggrieved party shall have 14 calendar days from the events giving rise to the grievance, or where the grievant knows or should have known of such events, to process the grievance to the first step. The parties agree that the time frames described in the following steps may be extended at any time by mutual written consent of the parties involved, excluding the initial filing of the grievance.

Step 1: The aggrieved employee, or union, shall present their written grievances to the appropriate BC or Division chief within their chain of command. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The chief officer receiving the grievance shall reach a decision on the matter and communicate, in writing, to the Union within seven calendar days from the date of the informal discussion, with a copy to the aggrieved employee.

Step 2: If the aggrieved employee, or the Union, is not satisfied with the decision rendered at the first step, the aggrieved employee, or the Union, shall present the grievance to the FC, or his designee, within seven calendar days from receipt of the decision rendered at the first step. The FC, or his designee, shall acknowledge receipt of the grievance by stamping it in with the time and date, with a copy to the Union. Upon receiving the grievance, the FC or his designee shall obtain the facts concerning the alleged grievance and shall, within seven calendar days following receipt of the grievance, conduct a meeting between himself, the aggrieved employee, and his Union representative. The FC, or his designee, shall notify the Union, in writing with a copy to the aggrieved employee of his decision, not later than seven calendar days following the meeting date.

Step 3: If the grievance is not settled at the second step, the aggrieved employee, or the Union, shall within seven calendar days from receipt of the decision rendered at Step 2, forward the grievance to the office of the CM. Receipt of the grievance by the CM shall be in the same manner as described in Step 2 (stamped in with time and date), with a copy to the Union. The CM or designee shall meet with the aggrieved party and his Union representative, within 10 calendar days after receipt of the grievance. The CM or designee shall furnish a copy of his decision, in writing, to the Union, with a copy to the aggrieved employee, within seven calendar days after the meeting.

Step 4: If the ~~aggrieved employee~~Union is not satisfied with the decision rendered at Step 3, then only the ~~aggrieved party~~Union may, within 10 calendar days from the receipt of the CM's decision, submit the grievance to arbitration under the Rules of the American Arbitration Association. The award of the arbitrator shall be final and binding on the part of the Union, ~~or the~~ aggrieved employee(s), and the City.

23.4. A grievance not advanced to the next step within the time limit provided shall be considered resolved by the last decision rendered. Failure on the part of the BC and/or Deputy/Division Chief to answer within the time limit provided in Step 1 will enable the Union to advance the grievance to the next step. Failure on the part of the City or Fire Administration to answer within the time limit provided in Step 2

and Step 3 will cause the grievance to be considered resolved in favor of the grievant and all parties will abide by the "suggested correction" on the grievance form. In any event, forfeiture (failure of either party to adhere to established time limits) will not establish a precedent for future grievance.

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23.5. The City and the ~~member (or the Employee Organization)~~ Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part of or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter that is stated in this Agreement not to be subject to arbitration or that is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.

a. In matters of discharge, suspension or demotion, the City shall bear the burden of proof to demonstrate that the action taken is consistent with existing disciplinary practices or progressive discipline. In such cases, the arbitrator shall have no authority to modify or alter the discipline imposed or otherwise substitute his judgment for that of the City. If, however, that burden of proof is not satisfied, the arbitrator shall have full authority to modify the action within the arbitrator's best judgment.

b. Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be paid by the party that does not prevail.

23.6. Where a grievance is general in nature, in that it applies to a number of members rather than a single member, the grievance shall name each of the aggrieved members, shall be signed by the Union representative and be presented directly

to the FC. If the grievance is directly between the Union and the City, the grievance shall be signed by the Union President or his designee and presented directly to the FC. Time limits provided for the submission of an individual grievance at Step 1 of Section 3 of this Article shall be applicable to these general or Union grievances. Grievances not resolved by the Chief at Step 2 shall thereafter follow the procedure as outlined in Step 3 of Section 23.3.

- 23.7. Probationary employees shall have the right to utilize the grievance and arbitration procedure, except to appeal matters of any form of disciplinary action, including termination. Employees on "promotional probation" shall have the right to utilize the grievance and arbitration procedure, except to appeal matters of demotion to rank previously held immediately prior to the promotion.
- 23.8. If the Union determines at any step in the proceedings, that the grievance should not be pursued any further for some reason, such as lack of merit, the aggrieved employee may not then individually pursue the grievance. However, if the aggrieved employee wishes to appeal the dropping of his grievance by the Union to the proper authorities within the Union, the City shall grant the aggrieved employee a time extension not to exceed 45 calendar days, as needed to process his appeal before the Union.
- 23.9. If a non-Union member unit employee wishes to process a grievance, he shall request assistance from the Union. If the Union denies assistance based on the employee's status as a non-dues paying member of the Union to the non-Union member unit employee, then the employee may process the grievance individually as all members have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership in any union. If the Union denies assistance, it will do so in writing with a copy to the City. Upon such notification, the City shall thereafter conduct all official communications directly with the aggrieved employee.
- 23.10. If the City calls an off-duty member as a witness, or for a deposition concerning any matter before the arbitrator, the member shall be entitled to call back rates as set forth in Article 8: Call Back Pay. The Union shall be responsible for any payment due its witnesses or representatives. On-duty personnel called by either side as a witness shall remain in pay status while appearing at the hearing. Such

personnel shall respond to subpoena on as-needed basis to minimize waiting time and so as not to disrupt the operations of the department. Hearing shall be held in hearing rooms provided by the City, in City facilities other than City Hall, at no charge to the Union.

23.11. A copy of the grievance form shall form a part of this Agreement and shall be marked as Appendix I.

23.12. The parties agree that in accordance with current practice, both the City and the Union will have the option of mechanically recording (through audio or video tape) all steps of the grievance procedure, including the arbitration hearings.

23.13. All of the aforementioned time requirements for proper processing of a grievance shall commence upon the documented receipt of the grievance by the involved party and shall conclude when that party advances the grievance (in conjunction with any appropriate response) to the next point in the procedure.

A grievance shall be advanced to the next point in the process by (a) hand delivery or (b) certified mail, return receipt requested. Hand deliveries will be documented by a date-stamped photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark date but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery.

23.14. Allegations of employment discrimination cannot be processed through the grievance procedure outlined in this Article and should be processed through the appropriate local, state and/or federal agencies (e.g., Equal Employment Opportunity Commission ("EEOC"), Florida Commission on Human Relations ("FCHR"), etc.).

ARTICLE 24: SAVINGS SEVERABILITY CLAUSE

- 24.1. If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall meet at a reasonable time to renegotiate a replacement provision.
- 24.2. If any provision of this Agreement, or the application of such provision is in conflict with existing mandatory federal or state Laws, or existing mandatory provisions of the City Charter, such provisions shall be renegotiated and the appropriate mandatory provisions shall prevail.
- 24.3. If any provision of this Agreement, or the application of such provision, is increased or modified by action of the state legislature, the parties agree to immediately reopen negotiations on that provision and that both parties agree to negotiate in good faith to reach an expedient resolution. If after holding a reasonable number of meetings and no agreement has been reached, both parties agree to commence impasse resolution proceedings.

ARTICLE 25: MANAGEMENT SECURITY

- 25.1. The Union and its members agree that during the life of this Agreement, they shall have no right to engage in any work stoppage, slow-down or strike, or similar activities, the consideration for such provision being the right to a resolution of disputed questions. The City shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this Article. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision preventing work stoppage, slow-down, strike or similar activities was violated by the employee to be discharged.
- 25.2. Unless otherwise permitted by this Agreement or by past practice, the Union, its representatives, agents, any other authorized person acting on behalf of the Union and all members agree that the following "other unlawful acts" are expressly prohibited:
- a. Distributing literature in any area where public employees work, and
 - b. Soliciting for support of an employee's organizational activities during working time unless permitted by this Agreement.
- 25.3. The Courts having jurisdiction may enforce the provisions of this section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this Article may be discharged or otherwise disciplined by the City.

ARTICLE 26: CITY AND UNION REPRESENTATION

- 26.1. The City shall be represented by the CM, or designee, in all matters of collective bargaining. The City agrees to notify the Union of any changes in designee, whenever such changes are made.
- 26.2. The Union shall be represented by the Union President, or designee, in all matters of collective bargaining. The Union agrees to notify the CM (or designee) and the FC of any change in representatives, whenever such changes are made.
- 26.3. Negotiations entered into with ~~persons~~people other than those as defined, regardless of their position or association with the City or the Union, shall be deemed unauthorized in committing or in any way obligating the City or the Union.

ARTICLE 27: SPECIAL LEAVE

- 27.1. An employee who incurs a Family and Medical Leave Act (FMLA) qualifying event and has exhausted all other leave remedies available may upon written request be granted an unpaid leave of absence. The initial period for the leave of absence shall not exceed six months. Upon further written request, the FC may extend the leave up to an additional six months. The total combined leave of absence shall not exceed 12 months. Upon return, the employee shall present a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty if the special leave was taken for his own medically disabling condition. This leave shall not be available for a FMLA qualifying event unless and until the employee has used all applicable leave eligible under the FMLA, as provided in Section 27.6 below.
- 27.2. The temporary disability of pregnancy shall be treated in the same manner as any other temporary medical disability.
- 27.3. Except as provided in Section 27.6 below, the length of time that the employee is on an approved disability leave of absence may not be charged to any accrued paid leaves.
- 27.4. During special leave, the employee shall not accrue vacation or sick leave or be entitled to any other benefits of employment other than health and life insurance as set forth in Article 31. Employee's sick and vacation leave balances earned and unused at the start of the disability leave shall remain frozen, to be resumed upon the employee's return to duty. Additionally, seniority will continue to accrue as if the employee remained in full duty status.
- ~~27.5. 27.1. An employee who incurs a temporary medically disabling condition during a probationary period and is granted an unpaid leave of absence as indicated above, shall have his/her probation suspended at that point. Upon the return to work, the probationary period shall be resumed so that the appropriate total of either 12 or six months is spent in a probationary status.~~
- 27.6. 27.5. Employees who have an FMLA qualifying event must comply with the HR Policy on Family Leave (HR-050), except as provided in this section regarding use of accrued leaves. An employee on Family Leave must use unused accrued leave,

including sick leave, vacation leave, compensatory leave, and/or blood time during the Family Leave, except that a shift employee may choose to leave up to 232 hours (200 hours for non-shift employees) of sick leave, or a combination of sick and vacation leave, in their accrual bank(s) to be used upon his/her return from Family Leave.

ARTICLE 28: PENSION PLANS

~~28.2.~~ 28.1 Pension benefits for members of the bargaining unit shall be governed by the Fire Pension Plan set forth in Chapter 33 of the City's Ordinances, as amended by City Ordinance No. O-20182026-14XX. Except as provided for in Sections 28.2, 28.3 and 28.4 through ~~28.7~~ below, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement. which can be found in the online library here:

[https://codelibrary.amlegal.com/codes/hollywood/latest/hollywood fl/0-0-0-35270#JD 33.095](https://codelibrary.amlegal.com/codes/hollywood/latest/hollywood_fl/0-0-0-35270#JD_33.095)

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28.2. The monthly retirement benefit for a Tier 1 and Tier 2 members shall equal 3.4% of average final compensation for each year of credited service earned on and after the first full pay period after the ordinance is amended.

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~~28.3.~~ Chapter 33 of the City Code pertaining to the Fire Pension Plan shall be amended to reflect various non-substantive, minor revisions as set forth in detail in the Pension Plan Ordinance approved on March 20, 2019.

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~~28.3.~~ 28.3. A member's normal retirement date shall be the earlier of the first day of the month following the attainment of age 50 and the completion of ten years of credited service or upon the completion of 21 years of credited service, regardless of age.

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28.4. Effective the first full pay period after the ordinance is amended, each Tier 1 member shall be required to make regular contributions to the Fund in the amount of 9.85% of his or her compensation and each Tier 2 member shall be required to make regular contributions to the Fund in the amount of 11.35% of his or her compensation.

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28.5. The Summary Plan Description (SPD) of the Hollywood Firefighters Pension Fund can be found here: Hollywood Fire - Plan Administration Services.

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28.6. This SPD has been updated through Ordinance XXX, dated XXX. This SPD is only a summary of the Plan. If there is any conflict between the booklet and the statute or rules and regulations adopted by the Board of Trustees setting forth the Plan's provisions, the pension ordinance, statute, rules and regulations will apply.

28.7. The Hollywood Firefighters Pension Fund website contains additional information on the pension plan, revisions which have been made to the plan with actuarial impact statements and staff summaries. Their website can be

accessed here: Hollywood Fire - Plan Administration Services.

28.4.

- a. ~~Subsection 33.034(C) shall be deleted.~~
- b. ~~The definition of Average Final Compensation in section 33.035 shall be amended. For purposes of Tier 1 Members, average final compensation shall include the average of the member's highest three years of earnings preceding the actual retirement or termination date of such member. For purposes of Tier 2 Members hired as FF prior to October 1, 2011, average final compensation shall include the arithmetic average of earnings for the five highest years of credited service prior to retirement, termination or death. For purposes of Tier 2 Members hired as FF on or after October 1, 2011, average final compensation shall include the arithmetic average of earnings for the five highest consecutive years of the last 10 years of credited service prior to retirement, termination or death. For both Tier 1 Members and Tier Two Members, a year shall be 12 consecutive months.~~
- c. ~~For purposes of Tier 1 Members, "compensation" shall include wages, workers' compensation/supplemental compensation, cash conversion of holiday benefits, not more than 300 hours of OT per year, 70% of the cash payment of accumulated, unused annual leave paid at the time of retirement or entry into DROP (applicable only to those employees hired on or before July 3, 2013), expense allowances, and educational incentive payments from the Insurance Commissioner's Trust Fund. Tier 2 Members shall~~

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~~receive the same "compensation" as Tier One Members, except that compensation for Tier 2 Members shall include not more than 200 hours of OT per year. For the purposes of this definition, the term "accumulated, unused annual leave" shall be capped at the amount reflected in the payroll records of the City for each member of the plan in the first full pay period of July 2013.~~

- ~~d. The definition of Credited Service in section 33.035 shall be amended. Members may purchase up to a total of four years of credit for military service prior to employment, or prior service as a full-time municipal, county, state or federal firefighter which meets the definition of "FF" as provided in this Plan, or a combination of the two types of service. In the case of prior fire service, the member shall certify that no retirement benefit is or will be paid on account of the prior fire service. Members purchasing credit for prior service under this subsection shall pay the full actuarial cost of the credited service as determined by the actuary for the Plan. Credited service purchased pursuant to this section shall not count toward a member's vesting. The Board of Trustees shall provide uniform rules for the administration of this benefit.~~
- ~~e. The definition of Member in section 33.035 shall be amended by deleting the exception referencing a section number.~~
- ~~f. The definition of Tier 2 Member in section 33.035 shall be amended to include all members hired on or after July 16, 2009.~~

~~28.3. Member contributions. Tier 2 Member contributions amount in subsection 33.039(A)(2) shall be amended to increase the contributions from 7.5% to 9.5%, effective with the first full pay period on or after March 20, 2019.~~

~~28.4. Normal retirement date as used in subsection 33.040(A) shall be amended so that all members shall retire upon attainment of age 50 and the completion of ten years of credited service or upon the completion of 23 years of credited service, regardless of age.~~

~~Normal retirement benefit as used in subsection 33.040(B)(2) shall be amended to provide Tier 1 Members with a 3.3% benefit up to a maximum of 86%.~~

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~~Normal retirement benefit as used in subsection 33.040(B)(3) shall be amended to provide Tier 2 Members with a 3.2% benefit up to a maximum benefit of 80%.~~

~~Normal retirement benefit as used in subsection 33.040(B)(4) shall be amended to provide a minimum benefit of 2.75% for purposes of Chapter 175, Florida Statutes.~~

~~Normal retirement benefit as used in subsection 33.040(C) shall be amended to provide a Cost of Living Adjustment ("COLA") to (i) surviving spouses of Tier 1 Members who have not remarried, and (ii) to all Tier Two Members and their surviving spouses (who have not remarried) by an amount equal to 2.5% two years after retirement and every two years thereafter.~~

~~28.5. Supplemental pension benefit distributions in subsection 33.060(D) shall be amended to reflect that distributions are only payable to pension recipients who retired or entered into the DROP (i) on or before September 30, 2011, and (ii) at least ten years prior to September 30 of the year for which supplemental pension benefits are to be paid and their surviving spouses who have not remarried; and pension recipients who are (or were, prior to separation) Tier One Members and who retired or entered into the DROP or the reformed plan retirement benefit (i) on or before March 20, 2019, and (ii) at least ten years prior to September 30 of the year for which supplemental pension benefits are to be paid and their surviving spouses who have not remarried.~~

~~28.6. The planned retirement benefit and the reformed planned retirement benefit in section 33.062 shall be amended as follows:~~

~~a. This section creates a benefit known as the planned retirement benefit. Any member who retired or entered DROP prior to July 3, 2013, is not eligible for this benefit. Effective May 2, 2018, there is hereby created a benefit to be known as the reformed planned retirement benefit. Any member who retired or entered DROP prior to May 2, 2018, is not eligible for the benefit. Any member who on or after May 2, 2018, becomes eligible for DROP due to an amendment to the Plan and affirmatively elects participation in the reformed planned retirement benefit in lieu of DROP shall be permitted to participate in that benefit.~~

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~~b. In order to be eligible for the planned retirement benefit, a member must have submitted a form created for this purpose declaring the member's intent to participate at any time on or after reaching the member's normal retirement date but no later than May 1, 2018. After that date, to be eligible for the reformed planned retirement benefit, a member must have submitted a form created for that purpose declaring the member's intent to participate at any time on or after reaching the member's normal retirement date. The form will identify the maximum number of years the member may participate in planned retirement benefit, or the reformed planned retirement benefit and the member's latest employment termination date based on the maximum number of years identified. The form to participate in the reformed planned retirement benefit will also require the member to make an irrevocable election of one of the following two options:~~

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~~i. During the period of participation in the reformed planned retirement benefit, continuation of contributions equal to 8% or 9.5%, as applicable, of the member's compensation until termination of employment and, upon termination of employment, election of one of the distribution options set forth in this section for the planned retirement benefit; or~~

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~~ii. During the period of participation in the reformed planned retirement benefit, contribution of 0.5% of the member's compensation until termination of employment, and upon termination, taking a lump sum that would be valued based on the number of years the member worked after electing the planned retirement benefit, the reformed planned retirement benefit or combination of both.~~

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~~c. Effective May 2, 2018, members participating in the planned retirement benefit were deemed for all purposes to be participating in the reformed planned retirement benefit. No later than August 19, 2018, all such members shall have made the election described in paragraph (B) of this section. Any member electing option (B)(2) shall also make an irrevocable election by that date of one of the three optional forms of distribution. If any~~

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~~member elected to take any portion of the planned retirement benefit as a lump sum upon termination, the member shall receive a refund equal to 7.5% or 0%, as applicable, of compensation and any contributions after the second full pay period following August 19, 2018, shall be at the rate of 0.5% of compensation.~~

~~d. A member who elects to participate in the planned retirement benefit or the reformed planned retirement benefit shall not exceed 33 years of service with the City, including any time participating in the planned retirement benefit and the reformed planned retirement benefit, or a combination of the two benefits. A member may terminate employment any time prior to reaching the earlier of (i) the maximum participation period of eight years for the planned retirement benefit and the reformed planned retirement benefit, or a combination of the two benefits, or (ii) 33 years of service with the City.~~

~~e. There are three methods of distribution of a member's interest in the planned retirement benefit, the reformed planned retirement, or a combination of the two benefits. The member may elect one of the following, which shall be calculated by the actuary for the Plan:~~

~~i. A maximum lump sum based on the number of years a member worked after electing the benefit; or~~

~~ii. A larger annuity based on the number of years a member worked after electing the benefit; or~~

~~iii. A combination of the two methods. Member balances may be left in the Plan until the required distribution date under the Internal Revenue Code ("IRS"). While they are left in the Plan, gains/losses on such balances shall be calculated as provided in Section (l) below.~~

~~f. While participating in either the planned retirement benefit, the reformed planned retirement benefit or a combination of the two benefits, the member shall continue to pay the applicable employee contribution until termination of employment.~~

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- ~~g. Members who have reached normal retirement eligibility and have submitted the required election form shall have the right to participate in the planned retirement benefit or the reformed planned retirement benefit, or a combination of both benefits, until the maximum period prescribed. This maximum period of participation may not be diminished or impaired.~~
- ~~h. If a lump sum benefit is elected, it shall be calculated based upon the monthly values of the member's final pension annuity benefit determined using the member's creditable service, average final compensation, and multiplier as provided in the Plan as of the beginning of the planned retirement benefit or reformed planned retirement benefit participation period, together with the appropriate measure of earnings as defined in this section.~~
- ~~i. Investment earnings attributable to the lump sum benefit shall be calculated in arrears using the net investment rate earned by the pension fund for each month of creditable service worked during the planned retirement benefit participation period or the reformed planned retirement benefit participation period. The earnings shall be applied to the prior pension annuity balance including all prior months of creditable service and further including prior monthly earnings. The investment earnings shall be compounded monthly to determine the amount to be credited during each year of the planned retirement benefit participation period or the reformed planned retirement benefit participation period. The aggregate value of the monthly investment earnings will determine the amount of investment earnings to be credited for the planned retirement benefit participation period or the reformed planned retirement benefit participation period. In the case of the planned retirement benefit only, investment earnings shall be further calculated using the formula in subsection (J) below.~~
- ~~j. In the case of the planned retirement benefit only, there shall be the following exclusions from earnings which shall be dependent on the funded ratio of the Plan. The member will share in Plan losses in those years in which Plan earnings are negative. While the Plan has a funded ratio of less~~

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than 80%, any year in which net plan earnings are greater than 4% (applied monthly at the rate of 0.327%), the next 2% of earnings (applied at the monthly rate of 0.165%) shall be excluded from the member's lump sum payment and retained by the Plan. When the Plan has a funded ratio of 80% but less than 90%, the retained earnings will decline to the first 1% in excess of net earnings of 4%. When the Plan reaches a funded ratio of 90%, the exclusions shall cease. In any year in which the funded ratio declines below the benchmarks in this subsection, the exclusion shall resume at the rate appropriate to the funding level.

- k. ~~If an eligible member who is participating in the planned retirement benefit dies during the participation period, the surviving spouse or, in the case of no surviving spouse, the beneficiary designated in writing by the member, shall make the election provided in division (E)(1) above with respect to the planned retirement benefits earned. If an eligible member who is participating in the reformed planned retirement benefit elects option 1 (continuation of the 8% or 9% contribution, as applicable) under division (B) above and dies during the participation period, the surviving spouse or, in the case of no surviving spouse, the beneficiary designated in writing by the member, shall make the election provided in division (B)(1) above with respect to the reformed planned retirement benefits earned.~~
- l. ~~In the case of any member of the Plan hired on or before July 15, 2009, and who becomes eligible for DROP, the member retains the right to continue participation in the planned retirement benefit or the reformed planned retirement benefit by electing to continue participation on a form and according to the procedures and timetables adopted by the Board.~~
- m. ~~For any member who reached normal retirement date between October 1, 2011, and July 17, 2013, the time such member worked between the normal retirement date (on or after October 1, 2011) and the date the member submits the planned retirement benefit election form may be included in the member's planned retirement benefit participation period, provided the~~

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