

By Senators Hargrett, Crist, Lee and Grant

21-796A-98

1 A bill to be entitled
2 An act relating to the City of Tampa,
3 Hillsborough County, and particularly to the
4 City Pension Fund for Firefighters and Police
5 Officers in the City of Tampa; enabling an
6 increase in the accrual of benefits from 2
7 percent to 2.5 percent for additional years of
8 service after 26 years; providing for pension
9 benefits after 20 years of service without
10 reduction upon separation; providing for a
11 Deferred Retirement Option Program; providing
12 for additional benefits; providing for
13 contribution rates; providing an effective
14 date.

15
16 Be It Enacted by the Legislature of the State of Florida:

17
18 Section 1. The City of Tampa is authorized and
19 empowered to enter into a supplemental contract with each and
20 every firefighter or police officer who was an active or
21 contributing member of the City Pension Fund for Firefighters
22 and Police Officers in the City of Tampa on or after the date
23 this act becomes a law, or who may hereafter enter into a
24 pension contract with the City, amending subparagraph 7(A) of
25 the City of Tampa Firefighters and Police Officers Pension
26 Contract as prescribed by Section 28-17 of the City of Tampa
27 Code [Ordinance No. 4746-A, enacted September 30, 1969], as
28 amended by Section 28-19 of the City of Tampa Code [Ordinance
29 No. 6038-A, enacted September 17, 1974], pursuant to chapter
30 74-613, Laws of Florida, as further amended by chapter 92-231,
31 Laws of Florida, and chapter 94-463, Laws of Florida, to read:

1 Section 7. Benefits, Pensions to
2 Members-Compulsory.--The Board shall upon its application
3 retire:

4 (A) Any member of the Fund having an aggregate of 10
5 years of ~~actual~~ service as defined in Section 17 in said
6 departments, and having reached the age of 46 years, who then
7 shall receive in monthly installments a pension equal to 25
8 percent of the member's average earnings for the three (3)
9 highest years within the last 10 years of service with a
10 minimum pension of \$100 per month. For each additional year of
11 such ~~actual~~ service after 10 years, ~~up to and including twenty~~
12 ~~six (26) years,~~ a member shall receive 2.5 percent of average
13 earnings, ~~. For each additional year of such actual service~~
14 ~~after 26 years, a member shall receive 2 percent of average~~
15 ~~earnings~~ not to exceed a total pension of 100 percent of said
16 average earnings. After 10 years of ~~actual~~ service as defined
17 in Section 17, this pension right shall be a vested right with
18 the payment thereof to begin upon the employee's separation
19 from the service or the employee's reaching the age of 46
20 years, whichever occurs later, so that an employee having 10
21 or more years of such ~~actual~~ service who resigns, retires, or
22 is otherwise separated from the service prior to reaching the
23 age of 46 years may elect to allow his contributions to remain
24 in the Pension Fund and upon reaching the age of 46 years
25 shall be entitled to commence receiving a pension based upon
26 his ~~creditable~~ service as herein provided, and should such
27 employee die before reaching 46 years of age, then at the time
28 that decedent would have reached 46 years of age the widow or
29 widower shall receive such benefit as the widow or widower
30 would have received under subparagraph subsection 9(C) if the
31 employee had died while receiving a pension. Provided however,

1 any member of the Pension Fund who prior to October 16, 1992,
2 was a participant member of Division B of the General
3 Employees Pension Plan as established by chapter 81-497, Laws
4 of Florida, as amended, shall receive benefits from this
5 Pension Fund at the rate of 2.5 percent of average earnings
6 for each year of service in this Pension Fund, provided
7 however, the 2.5 percent accrual shall not apply to any
8 service while the member was a participant of Division B of
9 the General Employees Pension Plan for the first twenty-six
10 ~~(26) years of service after October 16, 1992, and two per~~
11 ~~centum (2%) for each year of service thereafter.~~ Upon reaching
12 social security normal retirement age, the benefit paid herein
13 shall be reduced to 60 percent of the initial benefit amount.

14 Section 2. If the City of Tampa enters into
15 supplemental contracts as provided in section 1 of this act,
16 each firefighter and police officer who was an active or
17 contributing member of the City Pension Fund for Firefighters
18 and Police Officers in the City of Tampa on or after October
19 1, 1986, and retired on or after October 1, 1986, but prior to
20 the date this act becomes a law, with more than 26 years of
21 service, is entitled to receive pension benefits, including
22 the cost of living adjustments pursuant to Section 23, from
23 the fund upon the same basis as if the member's contract had
24 been supplemented in the manner provided by section 1 of this
25 act before the member's separation from service, retroactive
26 to the date of the member's separation from service, without
27 interest.

28 Section 3. The City of Tampa is authorized and
29 empowered to enter into a supplemental contract with each and
30 every firefighter or police officer who was an active or
31 contributing member of the City Pension Fund for Firefighters

1 and Police Officers in the City of Tampa on or after the date
2 this act becomes a law, or who may hereafter enter into a
3 pension contract with the City, amending subparagraph 7(D) and
4 subsection 23(3) of the City of Tampa Firefighters and Police
5 Officers Pension Contract as prescribed by chapter 94-463,
6 Laws of Florida, to read:

7 (D) Notwithstanding the foregoing, any member of this
8 Pension Fund having an aggregate of 20 years of ~~actual~~ service
9 as a firefighter or police officer in said departments either
10 in this Pension Fund or Division B of the General Employees
11 Pension Plan, or a combination thereof, may elect to enter
12 into the Deferred Retirement Option Program (DROP), or, if the
13 member ~~who~~ separates from the service as a firefighter or
14 police officer, may elect to commence immediate receipt of
15 benefits regardless of age, ~~provided, however, that the~~
16 ~~benefit otherwise payable pursuant to subparagraph 7(A) shall~~
17 ~~be reduced by .048 percent for each month prior to the member~~
18 ~~reaching the age of 46 years. To the extent that this~~
19 ~~subparagraph would result in a forfeiture of the right of the~~
20 ~~Pension Fund to participate in the distribution of tax funds~~
21 ~~established in chapters 175 and 185, Florida Statutes, this~~
22 ~~paragraph shall be null and void.~~

23 (3) If a member elects to commence receipt of
24 subparagraph ~~section~~ 7(A) benefits after 20 years of service
25 immediately upon separation from service as provided in
26 subparagraph 7(D) or to enter into the Deferred Retirement
27 Option Program (DROP) and prior to reaching the age of 46
28 years, adjustments provided for in this section shall not
29 commence on ~~until~~ January 1 immediately following the October
30 1 on or before which the member separates from service as a
31 firefighter or police officer in the fire department or police

1 department, respectively, or enters the Deferred Retirement
2 Option Program (DROP).~~attains 46 years of age, and provided~~
3 ~~further that such cost of living adjustments shall be paid on~~
4 ~~the actuarially reduced benefits calculated pursuant to~~
5 ~~subparagraph 7(D).~~

6 Section 4. The City of Tampa is authorized and
7 empowered to enter into a supplemental contract with each and
8 every firefighter or police officer who was an active or
9 contributing member of the City Pension for Firefighters and
10 Police Officers in the City of Tampa on or after the date this
11 act becomes a law, or who may hereafter enter into a pension
12 contract with the City, creating Section 26 of the City of
13 Tampa Firefighters and Police Officers Pension Contract to
14 read:

15 Section 26. DEFERRED RETIREMENT OPTION
16 PROGRAM.--Notwithstanding any other provisions of this
17 contract, and subject to the provisions of this section, the
18 Deferred Retirement Option Program, hereinafter referred to as
19 the DROP, is an option under which an eligible member may
20 elect to have the member's pension benefits calculated as of a
21 certain date prior to retirement, and accumulate benefits plus
22 the investment return pursuant to this section during the DROP
23 calculation period. Participation in the DROP does not
24 guarantee employment for the DROP calculation period, as
25 defined in this section.

26 (A) Eligibility.--In order to be eligible for the DROP
27 option, the member must meet the following eligibility
28 criteria:

29 (1) The member must have attained at least 20 years of
30 service but no more than 30 years of service at the time the
31 member files an election under this section. The service must

1 be as a firefighter or police officer in the fire department
2 or the police department, respectively, either in this Pension
3 Fund or Division B of the General Employees Pension Plan, or a
4 combination thereof. A member is eligible for accumulations
5 pursuant to the DROP for the lesser of 5 years, or the
6 difference between 30 years of service and the member's
7 service as of the effective date of the member's DROP
8 election. However, if a member has attained at least 25 years
9 of service on the date this act becomes a law and elects to
10 participate in the DROP within 90 days after receipt of
11 written notice from the Board of Trustees, the member is
12 eligible for a 5-year DROP calculation period following the
13 date this act becomes a law.

14 (2) The member must meet all eligibility requirements
15 for pension benefits, other than separation from service as a
16 firefighter or police officer in the fire department or police
17 department, respectively.

18 (3) Upon electing to participate in the DROP, the
19 member shall submit on forms required by the City and the
20 Board of Trustees:

21 (a) An irrevocable written election to participate in
22 the DROP, specifying a DROP benefit calculation date. This
23 DROP benefit calculation date is used to determine the DROP
24 calculation period, which commences on the DROP benefit
25 calculation date and ends on the earlier of (i) the last day
26 of DROP eligibility as determined under paragraph (1) or (ii)
27 the member's separation from service or death;

28 (b) An irrevocable notice of employment termination to
29 take effect upon the expiration of the DROP calculation
30 period; provided that a DROP participant shall not be
31 precluded from voluntarily terminating employment with the

1 City as a firefighter or police officer before the expiration
2 of the DROP calculation period, nor shall the City be
3 precluded from terminating such DROP participant's employment
4 as applicable due to disciplinary action, layoff, or other
5 separation in accordance with the applicable collective
6 bargaining agreement, civil service law, or other applicable
7 law;

8 (c) A properly completed application for longevity
9 retirement benefits to be calculated pursuant to subparagraph
10 7(A) or subparagraph 7(D) as of the DROP benefit calculation
11 date; and

12 (d) Any other information required by the Board of
13 Trustees.

14 (4) A member may only make one DROP election during
15 the member's lifetime.

16 (B) Status.--For pension purposes only:

17 (1) During the DROP calculation period, there shall be
18 no pension contribution deductions made from the earnings,
19 wages, salary, or compensation earned by the DROP participant.

20 (2) Upon entry into the DROP, a DROP participant shall
21 no longer be entitled to disability benefits pursuant to
22 subparagraph 7(B) or subparagraph 7(C).

23 (3) Death benefits under the DROP.--Upon the death of
24 a DROP participant, the named beneficiary or beneficiaries
25 shall be entitled to receive the benefits accumulated during
26 the DROP calculation period as of the date of death. After the
27 death of such DROP participant, pension benefits shall be paid
28 as required by Section 9, provided however that a surviving
29 spouse who was not married to the member during some period of
30 the member's employment as a firefighter or police officer
31 prior to the date of the member's entry into the DROP shall

1 not be entitled to Section 9 benefits. Eligibility to
2 participate in the DROP terminates upon the death of such DROP
3 participant.

4 (4) A DROP participant shall not be eligible to be
5 elected as a member of the Board of Trustees.

6 (5) During DROP participation, a DROP participant
7 shall not be entitled to the 13th check benefit pursuant to
8 Section 27.

9 (C) Benefits under the DROP.--

10 (1) Effective with the DROP benefit calculation date,
11 a DROP participant's monthly pension installments calculated
12 pursuant to Section 7, including creditable service, such
13 participant's average earnings and the effective date of
14 retirement shall be fixed.

15 (2) The DROP accumulation shall be calculated as
16 follows:

17 (a) The amount of the monthly installments to which
18 the member would have been entitled to receive from the DROP
19 benefit calculation date to the end of the member's DROP
20 calculation period.

21 (b) The amount of any cost of living adjustments
22 pursuant to Section 23 during the DROP benefit calculation
23 period.

24 (c) Interest accumulation as set forth in this
25 section.

26 (3) At the conclusion of the member's DROP benefit
27 calculation period, the Board of Trustees shall distribute the
28 member's benefits, subject to the following provisions:

29 (a) The Board of Trustees shall receive verification
30 by the City that such DROP participant's employment as a
31

1 firefighter or police officer with the fire department or
2 police department, respectively, has terminated.

3 (b) A terminated DROP participant or, if deceased,
4 such participant's named beneficiary or beneficiaries, shall
5 elect on forms provided by the Board of Trustees to receive
6 the DROP benefits in accordance with one of the options
7 provided in subparagraph 26(E)(1). Once a DROP participant
8 commences distribution under a payment method (or receives a
9 lump sum), no further interest shall be payable to the DROP
10 participant. For a DROP participant or beneficiary who fails
11 to elect a method of payment within 60 days of termination of
12 DROP participation, the Board of Trustees will pay a lump sum
13 as provided hereafter.

14 (D) Interest and Administrative Costs.--Interest shall
15 accumulate annually at the rate to reflect the Fund's net
16 investment performance, whether positive or negative, during
17 the DROP calculation period, less the cost of administering
18 the DROP, all of which shall be determined by the Board of
19 Trustees.

20 (E) Payment.--

21 (1) Upon termination of employment with the City as a
22 firefighter or police officer in the fire department or police
23 department, respectively, the accumulated DROP benefits at the
24 option of the terminated DROP participant, or if deceased,
25 such participant's designated beneficiary or beneficiaries,
26 shall be distributed to the extent allowed by law by rollover
27 to another qualified plan, as a lump sum payment, as a
28 combination of both, or in such other forms as provided by
29 rules and regulations adopted by the Board of Trustees,
30 provided that such distribution may be adjusted by the Board
31

1 of Trustees to maintain Internal Revenue Code qualification of
2 the Fund.

3 (2) If a DROP participant dies during the DROP
4 calculation period, or on or before the DROP participant's
5 full DROP accumulation is distributed, any remaining DROP
6 accumulation shall be distributed to the DROP participant's
7 designated beneficiary or beneficiaries, or, if there is no
8 surviving designated beneficiary, to the participant's spouse,
9 or if there is no surviving designated beneficiary and no
10 surviving spouse, to the participant's estate. Any such
11 payment shall be made in a lump sum payment, unless the
12 participant had already commenced benefit payment of their
13 DROP accumulation in an optional plan. In such an event,
14 benefits shall continue to be paid pursuant to the optional
15 benefit form selected.

16 (3) The form of distribution elected by a DROP
17 participant or surviving beneficiary must comply with the
18 applicable requirements of the Internal Revenue Code.

19 (4) A DROP participant who is involuntarily discharged
20 who seeks review of such discharge shall not be entitled to
21 receipt of pension benefits or benefits accumulation while in
22 the DROP until it has been determined that the discharge was
23 lawful, or at the expiration of DROP participation provided in
24 subparagraph 26(A)(1), whichever is first.

25 (5) The accumulated benefits of any DROP participant,
26 including any interest thereon, shall not be subject to
27 assignment, garnishment, execution, attachment, or to any
28 legal process whatsoever, except income deduction orders as
29 provided in section 61.1301, Florida Statutes, and federal
30 income tax levies.

31

1 (6) Upon termination from employment with the City as
2 a firefighter or police officer in the fire department or
3 police department, respectively, the monthly pension
4 installments pursuant to Section 7 and the cost of living
5 adjustments pursuant to Section 23, shall be paid to the
6 member, and upon death of the member, monthly pension
7 installments shall be paid pursuant to Section 9 with cost of
8 living adjustments pursuant to Section 23.

9 (F) Conflict of Laws.--To the extent that any
10 provision of this section is in conflict with sections
11 112.60-112.67, Florida Statutes, or those provisions of
12 chapters 175 and 185, Florida Statutes, that apply to local
13 law plans established by municipal ordinance or special act,
14 or provisions of Florida Statutes made applicable to pension
15 funds established by special act, or to the extent that any
16 provision of this section would result in the loss of tax
17 exempt status of the Pension Fund, the Board of Trustees is
18 hereby delegated the authority to adopt by rule changes to
19 this section in order to comply with said laws, which shall
20 have the force of law and shall be considered part of this
21 pension contract.

22 (G) Administration of Program.--The Board of Trustees
23 shall make such rules as are necessary for the effective and
24 efficient administration of this section, provided that such
25 rules are not inconsistent with the terms of any collective
26 bargaining agreement entered into by the City and the
27 certified bargaining agents for firefighters and police
28 officers concerning the DROP. The Board of Trustees shall not
29 be required to advise members of the federal tax consequences
30 of an election related to the DROP but may advise members to
31 seek independent advice. Notwithstanding any other provision

1 of this section to the contrary, any provision of this section
2 shall be construed and administered in such manner that such
3 program will qualify as a qualified governmental pension plan
4 under existing or hereafter enacted provisions of the Internal
5 Revenue Code of the United States, and the Board of Trustees
6 may adopt any rule necessary to accomplish the purpose of this
7 section as is necessary to retain tax qualification, which
8 rule shall have the force of law and shall be considered part
9 of this pension contract.

10 Section 5. The City of Tampa is authorized and
11 empowered to enter into a supplemental contract with each and
12 every firefighter or police officer who was an active or
13 contributing member of the City Pension Fund for Firefighters
14 and Police Officers in the City of Tampa on or after the date
15 this act becomes a law, or who may hereafter enter into a
16 pension contract with the City, creating Section 27 of the
17 City of Tampa Firefighters and Police Officers Pension
18 Contract to read:

19 Section 27. 13TH CHECK PROGRAM.--Notwithstanding any
20 other provisions of this contract, and subject to the
21 provisions of this section, the 13th Check Program is a
22 program which authorizes the Board of Trustees to establish
23 and make a supplemental pension distribution commencing in
24 January 1999, and in January of each year thereafter, pursuant
25 to the following terms and conditions:

26 (A) Eligibility.--The following persons shall be
27 eligible for the supplemental pension distribution payable in
28 January of each year:

29 (1) All retired members who have terminated employment
30 as a firefighter or police officer in the fire department or
31 police department, respectively, who, on the October 1

1 immediately preceding the January in which distributions are
2 to be made, were eligible to receive pension benefits for at
3 least 1 year. For purposes of this section only, during the
4 DROP calculation period a DROP participant shall not be
5 eligible for the 13th check benefit and a former DROP
6 participant must have terminated from employment as a
7 firefighter or police officer in the fire department or the
8 police department, respectively, for at least 1 year on the
9 September 30 immediately preceding the January in which
10 distributions are to be made;

11 (2) All qualifying spouses who were eligible to
12 receive pension benefits pursuant to Section 8 or Section 9
13 for at least 1 year on the October 1 immediately preceding the
14 January in which distributions are to be made; and

15 (3) All qualifying surviving spouses, who on the
16 October 1 immediately preceding the January in which
17 distributions are to be made, were eligible for receipt of
18 Section 8 or Section 9 benefits but who have not received such
19 pension benefits for at least 1 year provided that the
20 deceased member was eligible for receipt of pension benefits
21 on October 1 of the prior year.

22 (B) 13th Check Account.--

23 (1) There is hereby created a 13th check account
24 within the Fund, which shall consist of those employees'
25 contributions set forth in subparagraph 27(B)(2) and the
26 City's contributions set forth in subparagraph 27(B)(3) in
27 excess of those contributions otherwise required by Section 2
28 for the normal annual cost of benefits, other than benefits
29 arising from post retirement adjustments made pursuant to
30 Section 23 and other than benefits arising from the 13th Check
31 Program, plus any interest earnings thereon.

1 (2) Notwithstanding any other provisions of this
2 contract, effective October 1, 1998, employees covered under
3 this contract shall contribute on an aggregate using the scale
4 set forth in Section 2(D) a minimum of 7.65 percent based upon
5 all of their earnings during each 12-month period commencing
6 on October 1; however, if the normal annual cost of benefit
7 equals or exceeds on an aggregate 6.65 percent of earnings,
8 the employees shall contribute an additional aggregate 1
9 percent of their earnings.

10 (3) Notwithstanding any other provision of this
11 contract, the City shall contribute an amount required to fund
12 the normal annual cost of benefits, other than benefits
13 arising from post retirement adjustments made pursuant to
14 Section 23 and other than benefits arising from the 13th check
15 program made pursuant to this section, plus an amount equal to
16 the difference between 134 percent of 28.789 percent of the
17 full scale contribution rate (FSCR) for employees set forth in
18 Section 2(D) and 134 percent of the normal annual cost of
19 benefits, but no more than an amount equal to the difference
20 between 134 percent of 28.789 percent of the full scale
21 contribution rate (FSCR) for employees set forth in Section
22 2(D) and 134 percent of the normal annual cost of benefits for
23 the period of October 1, 1998, through September 30, 1999.
24 However, should the City's contributions required to fund the
25 normal annual cost of benefits, excluding benefits arising
26 from post retirement adjustments made pursuant to Section 23
27 and the 13th check benefit equal or exceed 134 percent of
28 28.789 percent of the full scale contribution rate (FSCR), the
29 City shall not be required to make any contributions to the
30 13th check account. It is the intent that the amount of the
31

1 City's contributions to the 13th check account will be no more
2 than the difference calculated as set forth in this paragraph.

3 (C) Amount of the 13th Check.--The amount of the 13th
4 check shall be determined as follows:

5 (1)(a) The amount of the 13th check shall be the same
6 for all retired members, regardless of years of service, age,
7 years retired, or monthly installment.

8 (b) All eligible surviving spouses shall be entitled
9 to 50 percent of what the eligible retired member would have
10 received but for death.

11 (c) If a retired member is eligible on October 1 but
12 dies before payment of the 13th check in the following
13 January, the retired member's spouse shall receive the full
14 amount of the payment, and if there is no surviving spouse,
15 the retired member's designated beneficiary or beneficiaries,
16 or if none, the retired member's estate shall receive the
17 payment.

18 (2) The Board of Trustees shall establish by rule
19 adopted no later than December 15, 1998, the amount of the
20 13th check, subject to the following:

21 (a) The amount of the 13th check, or a method for
22 calculating the amount of the 13th check in a manner that is
23 definitely determinable and in accordance with the
24 requirements of the Internal Revenue Code applicable to a
25 qualified governmental plan; and

26 (b) Certification by the Fund's actuary that the
27 amount of the payment will be funded on a sound actuarial
28 basis as required by Section 14, Article X of the State
29 Constitution.

30 (D) Conflict of Laws.--To the extent that any
31 provision of this section is in conflict with sections

1 112.60-112.67, Florida Statutes, or those provisions of
2 chapters 175 and 185, Florida Statutes, that apply to local
3 law plans established by municipal ordinance or special act,
4 or provisions of Florida Statutes made applicable to pension
5 funds established by special act, or to the extent that any
6 provision of this section would result in the loss of tax
7 exempt status of the Pension Fund, the Board of Trustees is
8 hereby delegated the authority to adopt by rules changes to
9 this section in order to comply with said laws, which shall
10 have the force of law and shall be considered part of this
11 pension contract.

12 (E) Administration of Program.--The Board of Trustees
13 shall make such rules as are necessary for the effective and
14 efficient administration of this section, provided that such
15 rules are not inconsistent with the terms of any collective
16 bargaining agreement entered into by the City and the
17 certified bargaining agents for firefighters and police
18 officers concerning the 13th Check Program. Notwithstanding
19 any other provision of this section to the contrary, any
20 provision of this section shall be construed and administered
21 in such manner that such program will qualify as a qualified
22 governmental pension plan under existing or hereafter enacted
23 provisions of the Internal Revenue Code of the United States,
24 and the Board of Trustees may adopt any rule to accomplish the
25 purpose of this section as is necessary to retain tax
26 qualification, which rules shall have the force of law and
27 shall be considered part of this pension contract.

28 Section 6. The City of Tampa is authorized and
29 empowered to enter into a supplemental contract with each and
30 every firefighter or police officer who was an active or
31 contributing member of the City Pension Fund for Firefighters

1 and Police Officers in the City of Tampa on or after the date
2 this act becomes a law, or who may hereafter enter into a
3 pension contract with the City, amending subparagraphs 2(B)(1)
4 and (4) and 2(D), creating subparagraph 2(K), and amending
5 subsection 23(1) of the City of Tampa Firefighters and Police
6 Officers Pension Contract as prescribed by chapter 94-463,
7 Laws of Florida, to read:

8 Section 2(B)

9 (1) The normal annual cost of the benefits other than
10 benefits arising from post-retirement adjustments made
11 pursuant to Section 23 and other than the 13th check benefits
12 pursuant to Section 27, provided for in this contract; and

13 (4) Provided, however, that in no case shall the
14 contributions by the City in any year, and exclusive of income
15 from other sources, be less than 133 percent, or 134 percent
16 if paid quarterly, of the total sum contributed by employees
17 as provided in (D) below, excluding contributions for the 13th
18 check benefit; it being expressly understood that when the
19 requirements for continued actuarial soundness of the plan are
20 determined to require less contributions than would result
21 hereby, the contributions from the City and employees will be
22 proportionately reduced to rates which will reasonably
23 generate such reduced amount.

24 (D) Except as provided by subparagraph 2(B)(4) and
25 subparagraph 27(B)(2), the employees covered under this
26 contract shall contribute at the rates set forth below, based
27 upon all of their earnings during each twelve month period
28 commencing on October 1, which contributions shall be deducted
29 from said earnings before the same are paid and shall be
30 promptly deposited in the Fund:

31

Earnings in	Employee
Twelve-Month Period	Contribution
<u>Commencing October 1</u>	<u>Rate</u>
First \$4,000	6%
Next 1,000	7%
Next 1,000	8%
Next 1,000	9%
Next 1,000	10%
Next 1,000	11%
Next 1,000	12%
Next 2,500	15%
Excess over \$12,500	25%

13

14 If the City's rate of contribution, pursuant to Section 2(B),
15 exceeds 40 percent, the employee contribution scale above
16 shall be increased in the ratio of the City's contribution
17 rate, pursuant to Section 2(B), to 40 percent.

18 (K) Notwithstanding any other provisions of this
19 section, the City and the employees shall make additional
20 contributions to the 13th Check Benefit Program to the extent
21 set forth in Section 27.

22 Section 23.

23 (1) Commencing September 30, 1970, the size of the
24 Fund, excluding the 13th check account,determined on a market
25 value basis, shall be compared with the amount that would have
26 been in the Fund, excluding the 13th check account,had the
27 fund, excluding the 13th check account,earned 5 percent,
28 inclusive of realized and unrealized capital gains and losses,
29 compounded annually from October 1, 1969. If on any September
30 30, the actual fund, excluding the 13th check account,exceeds
31 the 5 percent accumulation, the excess will be known as the

1 Post Retirement Adjustment Account, provided that for this
2 purpose the 5 percent accumulation will not be reduced by any
3 post-retirement benefit adjustment payments.

4 Section 7. The City of Tampa is authorized and
5 empowered to enter into a supplemental contract with each and
6 every firefighter or police officer who was an active or
7 contributing member of the City Pension Fund for Firefighters
8 and Police Officers in the City of Tampa on or after the date
9 this act becomes a law, or who may hereafter enter into a
10 pension contract with the City, amending Section 24 of the
11 City of Tampa Firefighters and Police Officers Pension
12 Contract to read:

13 Section 24.

14 (A) In the event that the provisions of the federal
15 Internal Revenue Code operate to limit the benefit amount that
16 the member or the member's survivors would otherwise be
17 eligible to receive pursuant to the City of Tampa Firefighters
18 and Police Officers Pension Contract, then the member or the
19 member's survivors shall not receive from the City Pension
20 Fund for Firefighters and Police Officers in the City of Tampa
21 retirement benefits in an amount in excess of the limits
22 provided by the federal Internal Revenue Code or in an amount
23 that would cause the City Pension Fund for Firefighters and
24 Police Officers in the City of Tampa to lose its federal
25 income tax exempt status.

26 (B) In order to maintain the tax exempt status of the
27 City Pension Fund for Firefighters and Police Officers in the
28 City of Tampa, said pension fund shall not be required to pay
29 benefits in excess of the appropriate limits established by
30 Section 415 of the Internal Revenue Code (26 USC Section 415),
31

1 nor shall said pension fund be required to pay any benefits
2 which would jeopardize its tax exempt status.

3 (C) Should the benefits otherwise payable pursuant to
4 the City of Tampa Firefighters and Police Officers Pension
5 Contract by the City Pension Fund for Firefighters and Police
6 Officers in the City of Tampa be limited pursuant to Section
7 415 of the Internal Revenue Code, then the City of Tampa shall
8 provide for payment of those benefits in excess of the limits
9 in Section 415 of the Internal Revenue Code.

10 (D) Notwithstanding any other provision of this
11 pension contract to the contrary, any provision of this
12 pension contract shall be construed and administered in such
13 manner that this Pension Fund will qualify as a qualified
14 governmental pension plan under existing or hereafter enacted
15 provisions of the Internal Revenue Code of the United States,
16 and the Board of Trustees may adopt any rule necessary to
17 retain tax qualification, which rules shall have the force of
18 law and shall be considered part of this pension contract.

19 Section 8. If the City of Tampa enters into
20 supplemental pension contracts as provided in Section 5 of
21 this act, each retired firefighter and retired police officer
22 who is living on the date this act becomes a law and each
23 qualifying surviving spouse, who is living on the date this
24 act becomes a law, is entitled to receive the same benefits
25 from the 13th check account upon the same basis as if the
26 member's contract had been supplemented in the manner provided
27 by Section 5 of this act before the member's separation from
28 service; provided however said retired firefighter, retired
29 police officer and eligible surviving spouse as a condition of
30 participation in the 13th check program shall be subject to
31

1 the provisions of Section 24 of the pension contract as
2 provided for in Section 7.

3 Section 9. The City of Tampa Firefighters and Police
4 Officers Pension Contract as prescribed by Section 28-17 of
5 the City of Tampa Code [Ordinance No. 4746-A, enacted
6 September 30, 1969], as amended by Section 28-19 of the City
7 of Tampa Code [Ordinance No. 6038-A, enacted September 17,
8 1974], pursuant to chapter 74-613, Laws of Florida; as further
9 amended by Ordinance No. 89-314, enacted December 21, 1989,
10 and approved, ratified, validated, and confirmed by chapter
11 90-391, Laws of Florida; and as further amended by chapter
12 94-463, Laws of Florida, is in all other respects approved,
13 ratified, validated, and confirmed.

14 Section 10. The benefits provided for herein by
15 Sections 1, 3, 4, and 5 and the changes to the pension
16 contract provided for herein by Sections 1, 3, 4, 5, 6, and 7
17 for active and contributing members on the date this act
18 becomes a law shall be made available in one supplemental
19 pension contract, and a member shall not be permitted to
20 select some of said benefits and reject others of said
21 benefits. Any active or contributing member on the date this
22 act becomes a law who fails to sign said supplemental pension
23 contract before October 1, 1998, or within 90 days of
24 ratification of any respective collective bargaining
25 agreement, whichever is later, shall be forever barred from
26 receiving said benefits and shall not be required to make any
27 contributions required as a result of such benefits. However,
28 any person who becomes a member of the City Pension Fund for
29 Firefighters and Police Officers in the City of Tampa on or
30 after the date this act becomes a law, shall be required as a
31 condition of membership into said pension fund to sign a

1 pension contract which includes the provisions of Sections 1,
2 3, 4, 5, 6, and 7, and shall be required to make the
3 contributions required as a result of such benefits.

4 Section 11. This act is only an enabling act, and the
5 execution by the City of Tampa of the aforesaid supplemental
6 contract and entitlement to the pension benefits referred to
7 in Sections 1, 3, 4, and 5 for all firefighters regardless of
8 whether or not in the certified bargaining unit is contingent
9 upon contractual agreement through the collective bargaining
10 process between the City of Tampa and the certified bargaining
11 agent for firefighters and for all police officers regardless
12 of whether or not in the certified bargaining unit is
13 contingent upon contractual agreement through the collective
14 bargaining process between the City of Tampa and the certified
15 bargaining agent for police officers.

16 Section 12. This act shall take effect upon becoming a
17 law.

18
19
20
21
22
23
24
25
26
27
28
29
30
31