

Collective Bargaining Agreement

Between

Florida Police Benevolent Association, Inc.



and the

The City of Ocoee

A Municipality of the State of Florida



Sergeant's Contract

October 1st, 2022 to September 30th, 2025

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ARTICLE 1:
RECOGNITION AND INTENT

Section 1.1: Parties

This Agreement (hereinafter “Agreement,” “CBA” or “Contract”) is entered into by and between the City of Ocoee (hereinafter, “Employer”) and the Florida Police Benevolent Association, Inc. (hereinafter, the “PBA” or “Union”).

Section 1.2: Recognition

A. The City hereby recognizes the Union as the exclusive bargaining representative for all employees in the units certified by the Public Employees Relations Commission certification in Case No. RC 1839 or “Unit B” or, City of Ocoee Police Department’s “Sergeant.”

B. The bargaining units excludes the Chief of Police, Deputy Chiefs, Captains, Lieutenants and all other employees unless specifically included in the bargaining units certified by PERC, as well as the following positions:

- i. All sworn exempt staff assistants, regardless of rank, assigned to the administration of the Professional Standards Division
- ii. All General employees assigned to the Police Department
- iii. All sergeants assigned to the Professional Standards Division

Section 1.3: Entire Agreement

This Agreement which becomes effective October 1, 2022, constitutes the entire Agreement and understanding between the parties and, subject to applicable law, shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or orally.

Section 1.4: Effect of Laws and Ordinances

In the event that any of the provisions of this Agreement shall be held in violation of any federal or state law as applied to this specific Agreement, such determinations shall not in any way affect the remaining provisions of this Agreement, unless otherwise provided by law.

ARTICLE 2:
DECLARATION OF PRINCIPALS

Section 2.1: Non-Discrimination

Neither the Union nor the City shall illegally discriminate against any employee on the basis of race, color, religion, age, gender, legally recognized disability, political affiliation, national origin, for any reason prohibited under Florida Statutes or any Federal law, or Union membership or non-membership. The use in this Agreement of the designation “he” in referring to any employee shall mean “he” or “she” wherever used. Claims or grievances related to discrimination shall be handled per section 3.02 of the Personnel Rules and Regulations.

ARTICLE 3:
UNION SECURITY AND CHECKOFF

Section 3.1: Dues

The Employer will deduct bi-weekly Union dues from the paychecks of those Unit employees who authorize such deduction in writing in the manner allowed by law. Deductions will begin the second pay period after the Employer receives such written authorization. No deduction shall be allowed for payment of initiation fees, assessment or fines.

Section 3.2: Amount

The Union will notify the Human Resources Director (hereinafter “HRD”) as to the amount of dues. This notice must state the biweekly amount in dollars and cents for each individual member. The City shall charge the deduction as soon as practically consistent with its normal bookkeeping procedures, but no less than thirty days after the change is certified to the HRD, so long as the certification is legally sufficient.

Section 3.3: Remittance

With written instructions provided by the Union and a written authorization from the employee acceptable to the City, the City will direct deposit Union members’ dues to the Union’s account. Direct deposits will cease upon written notice, next payroll following written notice from the employee of same.

Section 3.4: Recourse

If there is an amount deducted in excess of what is authorized by the employee, the City will reimburse the employee provided a timely grievance is filed if the excess deduction was made as a result of a mistake by the City; otherwise, the employee shall have recourse only against the Union.

Section 3.5: Minimum Pay

No deduction shall be made from the pay of any payroll period in which the employee’s net earnings for that payroll period, after other authorized or legally required deductions, are less than the amount of dues to be checked off.

Section 3.6: Withdrawal

Any member can stop payroll deduction by giving written notice to the Public Employer and the Union. The Employer shall stop the deductions thirty (30) days after receipt of written notice from the employee.

Section 3.7: Indemnity

The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues.

ARTICLE 4:

UNION BUSINESS AND SERVICES

Section 4.1: Representation and Notice

The Union shall be represented by its designated officials. The Union shall notify the HRD in writing of the names of its PBA representatives, as well as any designated substitute to serve as the Union representative. The City is not required to deal with any employee as a representative of the Union except its designated official's.

Section 4.2: Activities

A. The PBA representatives, or his designee, shall carry out their activities in behalf of the Union, including investigating or settling grievances, during their non-working hours unless they obtain prior permission from the Chief, or his designee, so long as there is no interference with the work activities of the employee or the mission of the Department. When the PBA representative, or his designee, is engaging in such activities while on duty, there shall be no loss of pay. When the PBA representative, or his designee, is engaging in such activities when they are off duty, they shall not be entitled to pay.

B. The PBA representative, or his designee, shall be allowed to communicate official Union business to members in non-work areas during non-working time so long as it does not interfere with Departmental operation as determined by the Chief.

Section 4.3: Time

It is expected that the investigation and processing of grievances, by the PBA representative, or his designee, to the extent that the time of unit employees is required, will occur during both on duty and off-duty of those involved; if on duty shall be paid their normal rate of pay.

Section 4.4: Visitation

The Chief, or his designee, shall permit one authorized non-employee Agent of the Union access to the Police Department to handle grievances arising under this Agreement. The Agent designed to have access to the Department shall first obtain the permission from the Chief, or his designee, which will normally be the ranking officer on duty at the station at the time, before coming into any working area, and may, at the option of the Chief, or his designee, be accompanied by a managerial employee in the event the Union agent needs to visit a particular area of a station. The Agent will not in any way interfere with the work of employees or the operations of the Department. If, during a visit, the Agent wishes to have a private conversation with an employee, the Chief, or his designee, will allow the same consistent with his determination of operational needs and will designate the place the conversation with occur.

Section 4.5: Solicitation and Distribution

Except as modified by this Agreement, the Union, its members, agents, representatives and all persons acting on its behalf, including the Employer's employees covered by this Agreement, are strictly prohibited by law and this Agreement from soliciting any of the Employer's employees, for Union purposes, during the work time of any employee involved, and from distributing Union literature in any work area at any time. It is understood and agreed that any employee who violates either of these prohibitions is subject to discipline. ("Work time" is any time, exclusive of breaks or mealtime during the hours of a shift.)

Section 4.6: Time-Off Without Loss of Pay

With respect to disciplinary proceedings under the City Personnel Rules and Regulations (hereinafter "PRR") or this Agreement, bargaining unit employees who participate in such proceeding, including an employee representative of the employee, if any, shall be treated the same as all other City employees with respect to time off and pay. With respect to contract negotiations between the Union and the City, the three (3) Union Representatives shall not lose any pay for the work hours spent participating in such contract negotiations.

Section 4.7: Bulletin Boards

The Employer agrees to set aside space for a bulletin board (not to exceed 30" by 24") to be provided by the Union for its use in informing its membership as to official Union business. It is however, agreed and understood that materials to be posted and emails regarding official Union business, if such materials are derogatory, abrasive, abusive, or critical about any person, or City policy, practice, employees or officials are intemperate in language and/or are not related to legitimate Union business, or which are factually inaccurate, will be removed. The bulletin board may not be used for any political purpose or to support or oppose any political candidate or issue; provided however, it may be used for internal elections held by the Union among its membership. At the Chief's discretion, the Union may use the City E-Mail system to communicate with the Members, only after the Chief has reviewed and approved the same in advance.

Section 4.8: Information

A. The Human Resources Department shall provide the Union a copy of the names, and salary of bargaining unit members, upon written request by the Union, but not more often than twice a year.

B. The City shall furnish the Union office a copy of all current or subsequently amended written SOPs, GOs, City PRR and other rules, regulations and policies applicable to bargaining unit employees.

C. The City shall provide the Union with anticipated adjustments, amendments to, amendments of, and proposed new regulations concerning any and all matters stipulated in subsection B above, in order that the Union may give comment and/or recommendations on the subject within fourteen (14) calendar days from the date received. Failure to respond in fourteen (14) calendar days shall be considered as non-contested. Any impact on wage, hours or terms and conditions of employment shall be the subject of bargaining prior to implementation.

D. The City shall make available to all members of the bargaining unit all City PRRs, GOs, SOPs and any and all other rules applicable to the unit members.

Section 4.9: Contract Review

Within twenty-one (21) calendar days from the ratification and approval of this Agreement, the City and PBA will conduct jointly, meetings with bargaining unit members as well as those employees designated by the City. The expressed purpose of the meetings is to review in detail the provisions contained in this Agreement and to answer relevant questions concerning labor-management issues.

ARTICLE 5:
MANAGEMENT RIGHTS

Section 5.1: Functions of Management

Excepted as provided by law, including Chapter 447, Part II, Florida State Statutes, it is the function of management to determine and direct the policies, mode and method of providing its services.

Section 5.2: Operations and Direction of Work Force

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The

City expressly reserves all rights, powers and authority customarily exercised by management, and functions which the City has not expressly modified or delegated by express provisions of this Agreement.

Section 5.3: Examples of Management Rights

The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right except as specifically provided for in this Agreement, to manage and direct any and all of its operations.

Section 5.4: Rules and Regulations

To the extent that the same are not in conflict with this Agreement, Ordinances of the City of Ocoee, rules and regulations of the City and the Department, and Personnel Rules and Regulations (PRR), General Orders and SOPs of the Ocoee Police Department shall be implemented by the City of Ocoee, Florida.

Section 5.5: Grievances and Impact Bargaining

A. The exercise of such rights shall not preclude employees or their representatives from raising grievances, if decisions on the above matters are alleged to violate the terms and conditions of the Agreement.

B. However, unless this CBA provides otherwise, the Union retains its right to negotiate over the impact of such actions to the extent that such actions impact wages, hours, or terms and conditions of employment, and the law requires the City to engage in impact bargaining.

Section 5.6: Waiver

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to

exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5.7: Emergencies

If, in the sole discretion of the City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, except for monetary provisions.

Section 5.8: Job Duties

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other duties not specifically contained in their job description and in accordance with the Police Department mission. Unit members shall perform work as assigned by the Chief or his designee.

ARTICLE 6:

GRIEVANCE AND ARBITRATION

Section 6.1: Grievance

A grievance is defined as a difference between the City and any bargaining unit member or the Union involving an alleged violation or misapplication of a specific provision of this Agreement. When an Article or Section in this contract references or incorporates the City Personnel Rules and Regulations (PRR) a claimed violation, misapplication or misinterpretation of the PRR shall be subject to this Article. The parties agree that bargaining unit members will be disciplined for just cause only.

Section 6.2: Grievance Procedure

Whenever a grievance as specified in Section 6.1 arises between the City and the unit members or the Union, the matter will be handled in accordance with the following procedure. The term "days" as used in this Article shall refer to calendar days.

Informal Procedure:

Within five (5) days after the act or occurrence which gives rise to the grievance, or the unit member knew or should have known of such act or occurrence, whichever first occurs, the unit member may meet to discuss the grievance with the unit member's immediate supervisor in an attempt to resolve same.

Step 1: If the grievance is not settled in the informal procedure, noted above, or if the grievant decides to proceed with a formal grievance, the grievance must be reduced to writing and signed by the unit member, within seven (7) days after the occurrence which gave rise to the grievance, or the unit member knew or should have known of such act or occurrence, and presented to the unit member's lieutenant.

The written grievance must include:

- a. A statement of grievance and a summary of the facts on which the grievance is based.
- b. The remedy requested.

A copy of the grievance form is hereby adopted and placed in the appendices.

The lieutenant, will respond in writing within seven (7) days after receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, within seven (7) days of receipt of the lieutenant's response in Step 1, the grievant or Union may file the grievance, with the Chief of Police. Within seven (7) days of delivery of the written Step 2 grievance, the Chief of Police, or his designee, shall meet to discuss the grievance with the grievant and/or Union representative. The Chief or his designee shall respond in writing within seven (7) calendar days after the meeting.

Step 3: If the grievance is not resolved in Step 2, the grievant may file the grievance with the City Manager within seven (7) days after receipt of the Step 2 response. The City Manager, or Assistant City Manager (ACM), or Human Resources Director (HRD) shall hold a meeting with the grievant and Union to discuss the grievance within seven (7) days after receipt of the grievance. The City Manager, DCM or HRD shall respond, in writing, within seven (7) days after the meeting.

1. Failure of the City to respond at any step the grievant to proceed to the next step within the time limits just as if the City had denied the grievance in writing on the lastday an answer was due. The unit member grievant shall be entitled to be present at any meeting held under Step 2 or Step 3.
2. When bringing a grievance in its name, the Union may file at either Step 2 or Step 3 depending on the circumstances surrounding the grievance.
3. When denying a grievance, in whole or in part, management's response shall contain the specific reason(s) for denial. Generic denials such as, "the grievance has no merit" or "the grievance is denied," shall not be sufficient. All grievance responses originating at Steps 2 and 3, shall be forwarded to the grievant and the Union.
4. All grievances for disciplinary matters involving unpaid suspension, demotion or termination may be appealed through the grievance process.

Section 6.3: Arbitration

If the grievance is not resolved through above steps, the grievance may be submitted to binding arbitration by the Union. Arbitration proceedings must be initiated by serving of

a written request for arbitration by the Union within twenty (20) days after the City Manager's response. Submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedures.

The arbitrator selected shall decide the dispute by using the preponderance of evidence standard and such decision shall be final and binding on the parties. The expenses of the arbitrator shall be borne equally by the parties; and, each party shall be responsible for its own attorneys' fees, any court reporting services it wishes to use, and the wages of unit members, whether they be witnesses, potential witnesses, representatives, or grievant, it utilizes in any arbitration proceeding. However, it is agreed, that should unit members be on duty during the procedure, the unit members shall suffer no loss of pay or benefits.

The jurisdiction of the arbitrator is limited and confined to determining whether there has been a violation of the express terms of this Agreement. The arbitrator shall in no way alter, amend, or modify the terms of this Agreement. The time limits may be extended in writing by mutual consent of the parties.

A. Within twenty (20) calendar days from receipt of the notice of the intent to invoke arbitration, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, all of whom must reside in the State of Florida. The Union shall supply the City with a copy of the list of arbitrators. The Union and the City will alternately eliminate one at a time from said list of names of persons until only one remains, and that person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

B. As promptly as possible after the arbitrator has been selected, he should conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the unit member(s) aggrieved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within twenty-one (21) business days after the hearing.

Section 6.4: Grievances by Non-Union Member

When the Union refuses to process a grievance for a unit member because of the unit member's non-membership in the Union, the unit member shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the unit member shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance. The unit member will not be entitled to any other grievance process.

Section 6.5: General

A. Each grievance shall be arbitrated in a separate proceeding unless the parties mutually agree otherwise.

B. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance, except terminations.

C. In the event of a sustained disciplinary action involving a suspension [without pay], the unit member may utilize available personal leave (PTO) in lieu of a non-working unpaid suspension. PTO may only be used to suspend one-half of the total suspension awarded.

D. Except for termination, no discipline shall be served until the unit member has exhausted his administrative appeals as set forth in this Article.

Section 6.6: Time Off/Pay

Step 1 of the grievance procedure shall be carried out during the unit member's work hours at a time and place designated by the Chief based on operational needs, and the unit member shall lose no pay. The City shall determine when Steps 2, and 3 shall be

processed, within the time frames established herein, and if the Step or Steps, including Arbitration, are processed during their scheduled working hours, neither the Union Representatives nor the grievant shall lose pay. Unit member witnesses, other than grievant, whom the City Manager may at his option choose to interview shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the City. Otherwise, the City shall not be responsible to pay any unit member representative, officer or agent of the Union for any time spent processing grievance matters, but will allow one such person plus the grievant per grievance reasonable time off without pay for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

Section 6.7: Discipline Dispute Resolution Process - (DDRP)

In cases involving alleged policy violations in an administrative investigation, which may lead to discipline, a unit member may request one discipline dispute resolution meeting (DDRM) at any time prior to the member providing a statement to the internal affairs investigator. The meeting shall be held with the member's Lieutenant, Human Resources Director and include the member, member's representative and/or counsel.

The purpose of the meeting will be to discuss potential discipline and/or administrative charges to determine if a consensus resolution can be reached on the appropriate charge(s) and discipline, if any.

If the parties reach a consensus, that consensus shall be reduced to writing by the Lieutenant and implemented. The investigation and grievance process shall be considered as complete. Should the parties not agree on a resolution, the matter will progress as if no meeting had been held. Nothing discussed at the meeting shall be held against the employee if a resolution is not implemented.

The PBA shall be notified of any final resolution in all such cases handled by the DDRP. If the PBA is not represented at any such DDRM, then the decision will not be precedent setting.

Section 6.8: Verbal Warnings

Verbal warnings shall not be documented in Blue Team or any other public record documents.

Section 6.9: Vehicle Crashes

The parties agree that vehicle crash discipline will follow the safety matrix as long as there are no other policy violations associated with the crash. If a policy violation is present, the event will follow the discipline structure not the safety matrix.

The parties agree that a single crash (event) must be either assigned to the discipline structure or the safety matrix but cannot be applied to both.

ARTICLE 7: TRANSFERS

Section 7.1: Special Unit

Special Unit assignments shall be handled as provided in the General Order and this Article. Special Unit assignments are assignments other than a Patrol Division assignment.

Unit members in Special Unit assignments, who wish to return to Patrol on the normal shift rotation in January, shall submit a notification via the chain of command, no later than October 31, and shall participate in the Patrol Bidding (Section 7.2).

Section 7.2: Patrol Bidding Process

Unit members shall have the opportunity each November 1 through 14th to bid on shifts, times and days off. Unit members shall select the shift, times and days off and be awarded their preferences based on seniority. The final bid list shall be posted by December 15 and the new assignments shall take effect the beginning of the second pay period in January. K-9 officers shall participate in the shift bid process, however no more than one (1) K-9 officer shall be assigned to a single squad.

Section 7.3: Patrol Vacancies

When a vacancy as determined by the Chief, occurs in any patrol unit, the Police Department shall post the vacancy for a period of ten (10) calendar days. Any bargaining unit member shall have the right to bid on the vacancy. Selection shall be made based on seniority. Notification shall be given as to the successful bidder as well as to all other bidders. Transfers shall be made within thirty (30) calendars days from when notification has been given.

Section 7.4: Other Vacancies

When a vacancy as determined by the Chief, occurs other than in Patrol, the Police Department shall post the vacancy for a period of ten (10) calendar days. The notice vacancy shall list the qualifications necessary to fulfill the job vacancy. When making a selection, management will consider the candidate's past disciplinary record, performance reviews, years of service with OPD. An Oral Board interview may be conducted. If a Board is convened, all qualified candidates for the posted position shall be interviewed and rated on the same questions. There shall be one unit member selected by the PBA, to be an observer on each oral review board. Selection shall be made based on the point system outlined in the General Order. The Chief shall select among the two (2) candidates with the highest overall scores. In the event of a tie, the candidate with the highest seniority shall be selected.

Transfers shall be made within thirty (30) calendars days from when notification has been given.

7.4.1 When posting for a vacancy for a specialty unit, the Police Department shall include the normal work schedule and days off for the position. It is understood that in some of the specialty units, start and end times for work and days off may deviate from the normal schedule due to the nature of the unit. Whenever possible, unit members shall be given advance notice of the schedule changes at least seven (7) days prior to the effective change. These changes shall be of a temporary nature.

7.4.2 Members selected for a specialty unit agree that selection is predicated on remaining in the unit for a minimum of two (2) years. Unit members may request from the Chief to move to another vacancy outside the unit prior to two (2) years.

7.5 Voluntary Work Schedule Swaps

Unit members, of like ranks, may voluntarily request a swap in work schedules via a written request thru their chain-of-command. The request must include current work assignments and a statement that the request is voluntary on behalf of both members. The reason(s) for the request shall be included.

Work schedule swaps shall only apply to those members who work in the Patrol Division and shall only be granted one time per calendar year per unit member.

Approval by management must be obtained for the request and if so granted, shall schedule the unit members to change work schedules within the same pay period. The member agreeing to the swap will not be eligible to use PTO on the swap date.

ARTICLE 8:

VOTING

Unit members, who are on duty on an election day, will be allowed to take time off without loss of pay to vote on City Property or at other polling places within the City. The time they take off to vote will be determined by the Chief. All other unit members shall vote on their own time – by absentee ballot or as otherwise permitted by law; provided, if a member who is not scheduled to work on an election day whose voting precinct is not in the City of Ocoee is called into work so that he cannot vote on his own time, the Chief shall make operational arrangements for the member to vote without loss of pay.

ARTICLE 9:

UNION / MANAGEMENT MEETINGS

The City and the Union shall meet and confer on matters of mutual interest upon the request of either but not more often than once a quarter, unless both parties agree to meet more often. Such special meetings shall be held on a date and at a time and place mutually agreeable to the parties. Meetings held under this Section shall not be considered collective bargaining under the Public Employees Relations Act. Issues related to grievances shall not be discussed. The Human Resources Director shall be responsible to coordinate these meetings with the Union Representative.

ARTICLE 10:

INSURANCE

During the life of this Agreement, the City shall provide the same health, medical, dental, and short/long term disability insurance under the same terms and conditions for bargaining unit members and their dependents that it provides for the City's non-bargaining unit, non-exempt employees and their dependents. Effective October 1, 2022, the insurance premiums for unit members shall be based on the City's October 1, 2022 rates. In the event the City proposes to increase co-pays, deductibles, out-of-pocket

maximums, or premiums above the rates or levels in place for Fiscal Year 2022-2025, the City shall give notice of the increases to the Union no less than thirty (30) calendar days prior to the implementation of the new rates or levels. Upon notice, the Union may demand bargaining over the changes provided the demand is presented to the City within fourteen (14) days of the notice. Should the Union fail to demand bargaining within fourteen (14) days, the Union will be deemed to have waived its right to bargain over the changes. If negotiations commence and no agreement is reached, the parties shall submit their positions directly to the City Council for final resolution.

ARTICLE 11:
STRIKES

The Union and bargaining unit members shall not promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, disruption of City operations, or other withholding of limitation of services for any reasons and shall abide with F.S. §447.505.

ARTICLE 12:
HOLIDAYS

Section 12.1: Days Observed

A. For bargaining unit members, not on a 24/7 shift, and especially who work a Monday thru Friday schedule, when a holiday falls on Saturday or Sunday, the Friday preceding or Monday following shall be designated a substitute holiday and observed as the official holiday.

B. The observed holidays are:

January 1	New Year's Day (Day Shift Only)
January – Third Monday	Martin Luther King, Jr. Day
May – Last Monday	Memorial Day

July 4	Independence Day
September – First Monday	Labor Day
November – Fourth Thursday	Thanksgiving Day
November – Fourth Friday	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
December 31	New Year's Eve (Night Shift Only)

Section 12.2: Eligibility for Holiday Pay

A. All holiday earned must be taken as time off or paid on the same day that it is earned.

B. A unit member must be on a regularly scheduled day off, approved leave, or work the normal schedule of hours, on the calendar day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay. Absences not approved in advance, including “sick call in” may not be approved depending on whether the employee’s excuse and verification of the reason for the absence are acceptable to management, which, may at its option, require a doctor’s excuse as well as any other evidence it deems necessary.

C. When a unit member is scheduled to work on a holiday but fails to do so, the member will not receive holiday pay even if the member is otherwise eligible for holiday pay, unless the unit member is placed on approved leave.

Section 12.3: Holiday Pay

Full-time members shall receive pay or compensatory time for the number of hours regularly scheduled at their straight time hourly rate. The members shall designate on their time sheets what method they want paid.

Section 12.4: Pay for Work on Holiday

When a member's shift begins a scheduled holiday, they shall be paid their regular rate of pay and in addition receive one and one-half times their regular rate of pay for all scheduled hours worked during the holiday.

Section 12.5: Floating Holiday

On October 1 of each year of this Agreement all bargaining unit members shall receive twenty-four (24) hours added to their paid time off accrual. These additional hours are to be scheduled and used as all other paid time off hours.

ARTICLE 13:
PAID TIME OFF

Section 13.1: Eligibility

A. Only full-time unit members and full-time probationary members will be allowed to accrue paid time off (PTO) leave.

B. Full-time probationary members shall accrue paid time off leave during their initial probationary period, but accrued leave is not earned until successful completion of their probationary period. During the initial six (6) months of employment, they may not take accrued paid time off leave unless authorized by the City Manager. Accrued paid time off leave not taken by a full-time probationary member is not earned and shall not be paid upon termination of employment.

Section 13.2: Accrual of Leave – PTO.

A. Full-time unit members earn Paid Time Off (PTO) leave as follows:

One through five years of service -	176.28 hours
Six through ten years of service -	216.06 hours
Eleven years YOS-	256.10 hours

B. All full-time bargaining unit members paid time off hours shall continue to accrue beyond the 580 hours each year, however, accrual above 580 hours on September 30 shall be reimbursed to the bargaining unit member in the first pay period in December of each calendar year up to a maximum of 80 hours. Therefore, any hours accrued over 660 on September 30 will be deducted from the employee.

Section 13.3: Charging Leave

PTO leave time for members will be charged at hour for hour of the time taken off from the member's shift.

Section 13.4: Leave Bank Pool

The City shall establish a Leave Bank Pool, which the members may access.

Section 13.5: PTO Approval & Unscheduled PTO Usage

1. PTO may be submitted by any bargaining unit member at any time; however, the employee's supervisor must review and approve/disapprove, within two (2) working days.
2. An unscheduled PTO usage is defined as an "event or occurrence." PTO usage during consecutive workdays will be considered one event or occurrence.
3. Bargaining unit members will be allowed a maximum of three (3) unscheduled PTO events per calendar year before discipline may be implemented.

Section 13.6: Paid Time Off Leave - Priority

1. When more than one (1) bargaining unit member of the same rank seeks to use paid time off for the same period and is in the same squad or section, the member

with the most seniority (PDCE) will be given preference provided that the members put in for the same period within seven (7) days of each other.

2. In the event that a senior member is being transferred into a new squad or section and a conflict arises between the most senior unit member of the same rank and another squad/section member who has the same dates and times off, the Police Department will resolve the conflict with the members, taking into consideration travel plans, dates when the unit members were approved for their leave or holiday, swap time and other related factors.
3. Once a request for paid time off and/or holiday selection has been approved and the seven (7) day provision has expired as outlined in one (1) above, the unit member shall not be required to change their time off and a more senior unit member cannot use the contents of the Article to claim seniority preference.

ARTICLE 14:

HOURS OF WORK AND WORK SCHEDULE

Section 14.1: Basic Work Schedule

- A. The basic work schedule for Detectives shall be the established work schedule as of September 1, 2011.
- B. The basic work schedule for the Patrol Division shall be a modified twelve (12) hour shift that consists of six (6) 12 hour days and one (1) eight (8) hour day worked within a fourteen (14) day work period. Unit members shall select their preferences in accordance with Article 19. Those members, not in patrol shall be allowed to bid on the schedule.
- C. The day shift shall be set by the City and not to start before 5:30 am.

D. The Department may temporarily change a unit members schedule based on legitimate operational necessity. Such temporary change shall be no more than twenty-eight (28) days in duration. The Department will provide the affected members with thirty (30) days written notice in advance of the temporary change, unless thirty (30) days' notice is not possible, in which case the Department will provide the affected members with as much advance written notice as is possible under the circumstances.

E. Unit members shall enjoy paid meal and break periods.

Section 14.2: Overtime

A. Unit members are to report all hours worked. Unit members should not begin work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or record. Overtime will be authorized or directed by the City and administered according to the provisions of this Agreement.

B. All unit members shall be paid time and one-half their regular hourly rate of pay for all hours in excess of 80 hours in a fourteen (14) day work cycle. Unit members shall have the option to select pay or defer the payment by selecting compensatory time for overtime worked. Any compensatory time in excess of 60 hours, not used by September 30 of each year, shall be paid out.

C. For the purposes of overtime computation, jury duty, annual military leave and other absences from duty, whether paid or not, shall not be considered as time worked; provided, however, paid holidays and paid personal leave used for a scheduled vacation shall be considered.

D. Unit members shall be required to work overtime when assigned unless excused by supervision. A member desiring to be excused from overtime work assignments shall submit a request to the immediate supervisor.

E. Flex Time - Flex time shall only be authorized after the unit member and management reach agreement to do so and is only authorized for a specific period in time and is not done to preclude the payment of overtime. "Flex time" or "schedule adjustments" are to be construed to be one and the same as it is applied in this article; except as provided by 14.1.

Section 14.3: Assignment of Overtime

Overtime shall be scheduled in accordance with departmental rules, regulations and directives, and administered in accordance with the provisions of this Agreement. When overtime is authorized, the most senior qualified unit member; regardless of rank, shall be offered the overtime first and in descending order the next most senior qualified member. Should no unit member volunteer to work the overtime, the least senior qualified member shall be assigned to work.

Section 14.4 Legal Process Time

Unit members, appearing in the legal process in their off-duty hours on behalf of the City, shall receive a minimum of two (2) hours pay at the rate of time and one-half for legal appearances. If the time exceeds the minimum two-hour guarantee, unit members shall be paid at their appropriate rate of pay for all time worked. One appearance shall include all appearances in a two (2) hour period for pay purposes. If another appearance on the same date spans beyond the guaranteed 2 hours, the unit member shall receive an additional minimum two (2) hours at the overtime rate.

Section 14.5: Standby Duty On-Call Status

A. Standby duty on-call time is defined as periods of time in which the unit member is ordered or required by the Police Department to be readily accessible by telephone, paging device or other electronic device and not performing actual work, but in readiness to perform actual work when the need arises.

B. Such standby on-call time shall be compensated at the rate of \$30.00 per day, when the member has been scheduled to work within the 24 hours and is now off work. The rate of \$40 per day shall be paid when the member is scheduled off for the day and the rate of \$50 per day for any recognized holiday in which the member is scheduled off but placed on standby.

ARTICLE 15:
ALTERNATIVE DUTY

Section 15.1: Alternative duty shall be performed within the Ocoee Police Department if the Chief determines it is available. Light duty availability for personal illness or injury, shall be determined on a case-by-case basis, normally employees will be required to use paid time off leave. If the Chief determines it is not available, light duty shall be performed wherever assigned by the City, especially for work related injuries. The Chief will determine the length of the light duty availability.

Section 15.2: Except as provided herein, Alternative Duty shall be in accordance with OPD Operational Order 100.1 as issues on January 26, 2012. Said policy shall be amended as follows:

1. Alternative Duty is generally reserved for those unit members who have a temporary medical limitation that prevents the member from performing all of the core functions of his currently assigned law enforcement duties. Temporary limitations shall be generally considered to be those limitations that a medical provider believes the member will recover from normally within 90 consecutive calendar days or less. If available and depending on the nature of the injury, this provision may be extended upon agreement.
2. Documentation in support of the Request for Alternative Duty shall include the medical provider's restriction(s) in laymen's terms. It shall be the City's responsibility to interpret what job functions the member can do safely.

3. Members who are working Alternative Duty shall suffer no loss of base pay or benefits. Members shall work under the conditions of the job that they are placed in for Alternative Duty. Incentives shall be paid, if the member qualifies for them while working Alternative Duty.

4. Members denied Alternative Duty or who are currently on Alternative Duty but the Chief of Police has questioned the ability of the member to be able to perform the essential job functions of the Alternative Duty position, supported by competent medical provider(s) stating the current medical limitations of the member, shall be allowed to access other leave alternatives to include but not be limited to Paid Time Off (PTO), compensatory time, FMLA, or other authorized leave.

ARTICLE 16:

WAGES

Section 16.1: Wage Implementation

Effective October 1, 2022, bargaining unit members will be adjusted based on the criteria outlined in Section 16.2 below to meet the Industry Based Competitive Scale as listed in Appendix B:

- Sergeants - \$65,750.10 to \$91,013.52

Effective October 1, 2023, bargaining unit members will be adjusted based on the criteria outlined in Section 16.2 below to meet the Industry Based Competitive Scale as listed in Appendix B:

- Sergeants - \$69,500.08 to \$96,204.42

- i. Officer J. Rockford
 - a. Total Service Years (x)= 15
 - b. Divide "x" by 2 = 7 (y = 7 slots)
 - c. Add current Sergeant's years of service to "y" in order to determine an existing Sergeants slot during this implementation.
 - d. Current Sergeants will be slotted according to Appendix C, attached to this Agreement.

Section 16.3: Other Wages

- 1. Bargaining unit members receiving a longevity check shall continue to receive the longevity as currently calculated.
- 2. Bargaining unit members who are at or above the top of the pay range shall receive a one-time lump sum payment not added to base for any portion of the GWI increases that exceed the maximum of their pay ranges.

Section 16.3: Shift Differential, Assignment and Incentive Pays

- 1. Shift Differential for Patrol Division Evening and Night shift shall be \$1,600 per year.

Specialty Unit Personnel

- 2. Detective Incentive shall be \$2,800 for undercover and \$2,300 for other Detectives, per year for bargaining unit members assigned as Detectives and their unit supervisors.
- 3. K-9 Officers shall receive \$2,400 assignment pay, to include "dog days."
- 4. SRO, Community Affairs Officers, Training Officers, Traffic and Motor Officers, and their immediate Sergeant supervisors shall receive a unit assignment pay of

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3. K-9 Officers shall receive \$2,400 assignment pay, to include "dog days."
4. SRO, Community Affairs Officers, Training Officers, Traffic and Motor Officers, and their immediate Sergeant supervisors shall receive a unit assignment pay of

\$1,500 per year. All shift differential, incentive and assignment pays shall be computed to an hourly rate of pay and calculated into the member's base salary.

5. Field Training Sergeants shall receive \$2.50 per hour when training newly promoted Sergeants.

6. Officers fluent in speaking Creole, Spanish, Portuguese, and translating Sign Language shall receive an additional \$550 per year. If the bargaining unit member is a certified translator (from the Court Interpreters Program from the State of Florida), they shall receive an additional \$450 per year. Check shall be separate from normal payroll check. Once a member becomes certified and upon submission of certification to the City, the City shall reimburse the member for 50% of the cost of the examination and recertification fees.

7. If a bargaining unit member is acting in the capacity of a Watch Commander in Uniform Patrol for more than 50% of their shift or acting in the capacity of a Lieutenant in a Specialty Unit, then the bargaining unit member shall be paid at the rate of \$20 per shift which will be added to the member's pensionable salary.

a. Watch Commander – A "Watch Commander" holds the rank of Lieutenant.

1. If a Lieutenant is unavailable to command their assignment, the Lieutenant or their supervisor shall provide written documentation, unless exigent circumstances exist, to the Sergeants and/or Corporals who will be the acting Watch Commander of the shift during their absence.

2. If a Patrol Lieutenant fails to designate a Watch Commander, it shall default to the Sergeant on-duty assigned to the Night Shift (1800-0600) Patrol. If there is not a Night Shift Sergeant on-duty, it shall default to the Sergeant on-duty assigned to the Evening Shift Patrol. At no time will a Corporal be designated if a Sergeant is working. If there is no Night or Evening Shift Sergeant on-duty, the Patrol Lieutenant shall designate an on-duty Corporal as acting Watch Commander.

3. The City shall hold the Watch Commander or acting Watch Commander accountable for their actions or inactions.

ARTICLE 17:

UNIFORMS AND EQUIPMENT

Section 17.1: Uniforms

Uniform classes are described in general orders. Unit members shall wear uniforms as determined by the Chief. When a uniform is required, no other clothing except underwear shall be worn without permission of the Chief. The City agrees to initially provide four (4) sets of uniforms to all unit members upon hire. The initial set must include one Class A (long sleeve shirt and uniform pants) and any combination of Class A, Class C (short sleeve shirt or embroidered short sleeve shirt and uniform pants) or Class D (polo shirt and uniform shorts). An initial block training uniform approved by the Chief will be issued to all members. An outer vest carrier shall also be supplied for bargaining unit members. For current members, the outer vest carrier shall be supplied at the time at which their current vest is due to be replaced at the time of expiration. For newly hired members, the vest carrier shall be supplied at the time of hire.

Class D may be worn from April 15 through November 15 and any other time the Chief designates. Breathable/mesh black footwear may only be worn with the Class D uniforms.

Section 17.2: Footwear Allowance

The Department shall determine and provide the clothing, shoes and other related items that make up the uniform. The footwear allowance shall be \$125 per year paid to the vendor upon purchase of approved footwear. Any expense over \$125 during the fiscal year shall be borne by the bargaining unit member.

Section 17.3: Replacement

A. Unit members shall be responsible to maintain in good serviceable condition the initial issue provided in Section 17.1 above or to obtain replacements from vendors or supply, if any, designated as acceptable to the City, at no cost to the unit member. After initial issue, unit members may request replacement uniforms as needed not to exceed four (4) in any given fiscal year. Members may request any combination of sets of uniforms to include Class A, Class C, and Class D. Replacement block training uniforms will be at the discretion of the Chief.

B. The Chief shall notify unit members if there are acceptable vendors from whom they may obtain replacements.

Section 17.4: Maintenance

Unit members shall be responsible for repair and maintenance of the uniform and all items issued to them for their use by the City, and shall come to work in clean, neat and undamaged clothes, including undamaged uniforms and other clothes.

Section 17.5: Clothing Allowance

Unit members assigned as Detectives on a regular basis shall receive a clothing allowance in the amount of \$1,000 per year at the time of transfer. Unit members shall be issued and maintain one class A uniform to include one short sleeve shirt and one long sleeve shirt. Thereafter, subsequent payments will be made in the first full pay period of December, during the term of this Agreement. All payments under this section shall be made by separate check.

ARTICLE 18:
PROBATIONARY PERIOD

Section 18.1: Probationary Period

The probationary period for newly promoted unit members shall be six (6) months commencing from the date of promotion.

Any extension of the probationary period shall be either through mutual consent of the parties or through appropriate documentation relied on by the City to justify the need to extend the probationary period. Probationary extensions shall not exceed ninety (90) days.

Section 18.2: Grievances

A unit member may utilize the grievance procedures authorized in this Agreement to challenge an extension of the promotional probationary period.

ARTICLE 19:
CONTINUOUS EMPLOYMENT (SENIORITY)

Section 19.1: Definition

Continuous employment (seniority) shall be as a sworn member of the Ocoee Police Department ("PDCE") and shall commence from the member's initial date of hire with the City as a sworn member of the Ocoee Police Department. It shall continue until broken as provided in Section 19.3 below. When two or more members start work in the Ocoee Police Department on the same day, their PDCE shall be based on their position on the new hire eligibility list.

Rank Seniority – shall commence from the member’s initial date of promotion. As a tie breaker, should two members hold the same rank seniority, the member with the longest PDCE shall be considered the most senior.

Section 19.2: Benefits

Seniority (PDCE) and Rank Seniority shall be used for the purposes of paid time off leave and holiday preference, for shift bidding, and layoff and recall, as well as the deciding factor in any preference all other factors being equal.

Section 19.3: Loss of Continuous Service

PDCE shall be lost upon the happening of one or more of the following events:

- A. Resignation.
- B. Termination in accordance with the City PRR.
- C. Retirement.
- D. Receiving an authorized leave of absence.
- E. Lay-off for more than six (6) continuous months.

Section 19.4: Layoff and Recall

Layoff and recall shall be in accordance with the below provisions:

- A. Layoff

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their rank seniority and then their seniority (PDCE). All initial probationary members must be laid off prior to laying off non-probationary members.

- B. Recall

1. Members in layoff status will retain recall rights for twelve (12) months and shall have preference to work over applicants on eligibility lists. Recall will be made by

certified mail to the last address in the member's record, along with any address on file with the Union. The member must, within seven (7) calendar days of the certified receipt date, notify the City of his intention to return to work. Said member must return to work within thirty (30) days of receiving the notice.

2. Members shall be called back starting with the most senior member notified first and then in descending order of seniority thereafter. Members who return from layoff status shall receive the current rate of pay for the pay grade he held at the time of layoff.

3. No person shall be promoted to Sergeant until all unit members who have been laid off or who have taken a voluntary demotion (instead of being laid off within the past 12 months) have been afforded the opportunity to return to their Sergeant rank.

ARTICLE 20:
SAFETY, HEALTH & PHYSICAL FITNESS

Section 20.1: Cooperation

The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards as well as maintaining the safety of the members covered by this Agreement.

Section 20.2: Unsafe Equipment

Whenever a member covered by this Agreement feels that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to himself or to the public, or both, he shall immediately inform his Supervisor. If the Supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the Supervisor not concur, the unit member will abide by the Supervisor's decision; however, the Supervisor shall document the alleged unsafe condition and Supervisor's comments in writing and forward it to the Chief of Police via the Chain of

Command. Supervisors shall have the authority to deadline his vehicle or equipment, should the supervisor deem the equipment unsafe.

Section 20.3: Take-Home Vehicle Policy

A. Unit members shall not be required to use their own private vehicles in the performance of their regularly assigned duties.

B. The Department shall provide a take-home vehicle for all unit members in the bargaining unit hired before October 1, 2009, as fiscally able, who reside within a twenty-five (25) mile radius from the City of Ocoee (JPA). Unit members hired after October 2009 shall be provided a take home vehicle if the member lives within a fifteen (15) mile radius from the City (JPA). Unit members hired before October 1, 2009 who move during this Agreement, shall be subject to the fifteen (15) mile restrictions herein. Take-home vehicles may not be used for personal business use, except for those members who reside within the City limits of Ocoee. During this personal use, no family members (or others) may be transported.

C. Unit members residing more than five (5) to ten (10) miles outside the JPA will have \$30.00 per pay period automatically deducted from their pay, unit members residing more than ten (10) to fifteen (15) miles outside the JPA will have \$40.00 per pay period automatically deducted from their pay, and unit members residing more than fifteen (15) miles outside the JPA will have \$50.00 per pay automatically deducted from their pay, except for K-9 handlers, who shall be exempt. These members outside the JPA will be prohibited to transport family members or any other individuals for personal reasons in the take home vehicle. This shall not apply to existing members unless they move. *

D. Distance from the JPA shall be measured "as the crow flies" using MapQuest, to the unit member's sub-division or home address, whichever is lesser.

E. Should a vehicle be "dead-lined" for more than two consecutive days, and the unit member not furnished another City vehicle, no monies shall be deducted from

the members' pay for the duration that the member was not furnished a vehicle, on a pro-rated basis.

1. Unit members who no longer drive a City owned vehicle to and from work shall be provided a safe and secure parking facility; secured from the general public, in which to park their personal owned vehicle (POV).
2. Unit members may voluntarily give up their right to a take-home vehicle.

F. Unit members that have take-home vehicles must show proof, within 90 days of the effective date of the article, that they have insurance coverage for the take-home vehicles while in their care and use off duty. The unit members' insurance shall be the primary coverage for the take-home vehicles while in the unit members' care and use off duty, with the exception of those members who are in an on-call status, in which case the City's insurance program is primary. Members who reside within the City's JPA limits shall be exempt from this paragraph.

Section 20.4: Transport

Unit members will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another officer.

Section 20.5: Portable Radio

No member shall be permitted to work his tour of duty without having in his possession an operable portable radio; provided, however, that in Management's discretion, a member not having an operable portable radio may be reassigned to other duties where a portable radio is not necessary.

Section 20.6: Firearms Training

Semi-annual firearms training will be provided by the City, to include shotgun, rifle training with live ammunition. No less than semi-annually, the City shall furnish a box of ammunition, caliber to be consistent with the duty issued sidearm, for use by the bargaining unit member to practice on a firearms course in order to maintain sidearm proficiency.

Section 20.7: Physical Exams

1. The City agrees that each member will receive, unless he objects, an annual physical examination by a physician designated and paid for by the City, which includes the following tests:

- A. Urinalysis;
- B. Blood Pressure;
- C. Blood Chemical Profile (SMAC-24 Blood Test);
- D. Vision Test;
- E. Height and Weight Recorded;
- F. EKG at rest or Stress EKG (Upon recommendation of the City physician);
- G. Chest X-Ray;
- H. Nicotine Free Tests.

Every other year, unless more is determined by a physician, in addition to the above tests, employees will be given Spirometry, T.B., Audiometry and Urinalysis tests.

Scheduling of the physical examination will be on duty and at the discretion of the Department and results will be sent to the member by the medical provider.

In order to develop a comprehensive disease management program in conjunction with the member health center and the annual physicals the parties agree to the following:

1. All members shall receive a health risk assessment as part of the annual physical;
2. All members will be required to participate with the doctor, nurse and support staff from MyHealth Onsite to address any health-related risks, i.e.: hypertension, blood sugar, cholesterol, obesity, diabetes, etc.;
3. All members will receive assistance from the programs offered through the health center including smoking cessation program (at no cost);
4. No results of any physical testing done on annual bases shall have an adverse effect on a unit member's position without the unit member having the time and opportunity to rehabilitate himself.

Section 20.8: Fitness for Duty

Any medical or psychological exam that results in the member being considered as unfit for duty, as attested by a qualified medical provider rendering his opinion of the member's limitations described in layman terms, shall require the member to use paid time off until a subsequent exam finds the member fit for duty.

Members shall undergo fitness for duty medical evaluations, at the City's direction, by a medical provider selected by the City. The medical provider shall provide, by way of second opinion, to the City, his opinion of the member's condition and what limitations – in layman's terms, if any, the member has and if the limitations are permanent.

Should the member provide qualified medical information to return to duty before the City (Human Resources Director) believes the member may return, and a final determination is made that the member could have returned sooner, then the City shall return that portion of the paid time off used after the date the documentation was provided.

Section 20.9: Drug and Alcohol Policy

The City Drug and Alcohol policy contained in the PRR shall apply to bargaining unit employees.

Section 20.10: Random Drug Tests

The City reserves the right to randomly drug test members. Said drug test shall be conducted following computer based objective selection procedures as is done for the City's other employees. The costs of such tests shall be borne by the City.

Section 20.11: Notice of Health-Related Problems

When a member has a health-related problem that affects his ability to perform the essential functions of his job, the member shall so advise the Chief. Members may undergo fitness for duty medical evaluations as directed by the Chief by a doctor selected by the City. The doctor shall provide, by way of second opinion, to the Chief only what limitations – in layman's terms, if any, the member has and if the member has reached MMI and if the limitations are permanent.

Section 20.12: Nicotine Free Requirement

All members hired immediately after June 20, 2006, must be free of nicotine use and must remain continually free of any nicotine use as a requirement for continued employment with the City of Ocoee Police Department.

ARTICLE 21:

WORKING OUT OF CLASSIFICATION

Bargaining unit members who work out of classification shall be paid under the same policy as applicable to all other non-exempt employees of the City who work out of their classification, unless this Agreement specifically provides for other compensation.

ARTICLE 22:
MISCELLANEOUS

Section 22.1: Locker and Shower Facilities

The City shall provide a locker, capable of holding a uniform, vest, and gun belt for each unit member and a shower area, which shall be available for members twenty- four (24) hours a day.

Section 22.2: Inspection of Lockers

Lockers are City property and subject to inspection by the Chief or his designee at any time for any or no reason.

Normally locker inspection will be in the presence of the unit member or another employee. However, if the Chief determines that circumstances warrant immediate inspection or opening of a bargaining unit member's locker and there are no other employees available to act as witnesses, the Chief, in his discretion, may authorize that the locker be opened and/or inspected as needed. If the lock is broken off by the City, the City will replace it.

Section 22.3: Retirement Entitlements

A. A bargaining unit member who retires under a physical disability retirement, regardless of years of service, or a member who retires with a minimum of twenty (20) YOS and is eligible to immediately draw retirement compensation, shall be given at the time of final separation his side-arm weapon, his badge, and a retired Police Identification card.

B. A bargaining unit member who retires with a minimum of ten (10) years of service and is eligible to draw retirement compensation shall be given, at the time of final separation, his badge and a retired police identification card. The retiree shall also have the option to purchase his side-arm.

C. A member who retires from the City and will immediately draw his retirement compensation shall be sent his monthly retirement check within sixty (60) calendar days of selection of the employee's retirement option.

ARTICLE 23:
EXTRA-DUTY EMPLOYMENT

Section 23.1: General

Except as provided in this Article, law enforcement extra-duty employment shall be administered and regulated in accordance with OPD policies in effect as of October 1, 2011, as amended.

Section 23.2: Minimum Rates

A. The minimum hourly rate paid to unit members for extra-duty, law enforcement related employment shall be forty-five dollars (\$45.00) per hour. If acting in a supervisory capacity, the unit member shall be paid forty-nine dollars (\$49.00) per hour. The City shall remit payments to the officers after appropriate taxes withholdings. Additionally:

1. If bargaining unit members work for another agency under a Memorandum of Understanding, the bargaining unit members will be compensated in the same manner as the requesting agency regardless of the established rates above minus the currently established administrative costs.

2. The provisions in this article establish a minimum for City of Ocoee vendors but the vendor may choose to pay more than the minimum rate listed above. Any rate paid by a vendor will be subject to the currently established administrative costs.

3. Bargaining unit members, except those assigned by the Chief, or his designee, to administer the Extra-Duty Program, are prohibited from soliciting any rate higher than the established Extra-Duty rate.

B. Approved extra-duty jobs no more than four (4) hours in length may be worked by unit members prior to the start time of their regularly assigned duties.

C. Bargaining unit members may not work a combination of on-duty and extra-duty shifts in excess of sixteen (16) hours in duration within a twenty-four (24) hour period.

Section 23.3: Holidays

The minimum hourly rate paid to unit members for extra-duty, law enforcement related employment for the holidays recognized in Article 12, Section 12.1.B shall be fifty-five dollars (\$55.00) per hour or if acting in a supervisory capacity, the unit member shall be paid fifty-nine dollars (\$59.00) per hour.

Section 23.4: Grievances

Any grievances relating to of this Article shall be handled pursuant to Article 6 of this Agreement.

ARTICLE 24:
EDUCATION

The current City of Ocoee educational policy, as written in the current PRR, Section 13.14, Educational Incentive Program, shall remain in effect during the term of this Agreement, subject to budget constraints as deemed appropriate by the Committee. The Education Committee for this bargaining unit shall be comprised of those members listed in the PRR's, including a member of the bargaining unit for issues impacting members of said bargaining unit.

ARTICLE 25:
PENSION

Section 25.1: All bargaining unit positions and employees in those positions, covered by this Agreement, shall be covered by the FS Chapter 185 Plan as established by the City of Ocoee provided they meet the eligibility requirements of same.

Section 25.2: The Pension Ordinance shall provide the minimum in-line of duty disability benefit shall be 55% of Average Final Compensation. Additionally, the Pension Ordinance shall be amended to provide that bargaining unit members hired after the date of the amendment of the Pension Ordinance shall be subject to the following (as outlined in the Summary Plan Description, Appendix D) as amended during the term of this agreement:

1. A pension multiplier of 3.25%.
2. A cap on the monthly retirement benefit of 81.25% of final average compensation.
3. A minimum of seven (7) years of service with the City in order to be vested.

Section 25.3: The City agrees to contribute no less than 12% of the unit member's payroll to the Pension Fund during the term of this Agreement. The bargaining unit members' pension contribution shall be 8% of pensionable earnings.

Section 25.4: Accrued paid time off (PTO) payouts at separation will not count toward final average compensation for pension benefits, effective October 1, 2012. At the time of separation, the member shall be paid for 100% of their PTO as outlined in this agreement. Bargaining unit members who are entering the DROP shall have the option to cash in any percentage, 25%, 50%, or 75% of the member's accrued PTO without penalty provided that the member's PTO balance does not drop below 120 hours. Upon final completion of service with the City, the remaining PTO shall be paid to the member as outlined above.

Section 25.5: For purposes of pension calculation, the unit member shall receive monetary credit as part of their final average compensation for up to 300 hours of overtime as per State Statute.

Section 25.6: Members who enter the Deferred Retirement Option Plan (DROP) after October 1, 2012 may elect to have their account credited with either interest at the rate of 2% per annum or the actual net rate of investment return (not less than 0%) of the Fund. One change in election is permitted during the DROP period.

Section 25.7: The City and Union agree that the pension multiplier will remain at 3.5% for the term of this Agreement for bargaining unit members hired prior to the Pension Ordinance amendment set forth in Section 25.2 above.

ARTICLE 26:
SERGEANT PROMOTION

The City will promote Sergeants in the Police Department in accordance with the established General Orders, effective March 11th, 2022.

ARTICLE 27:
VEBA

The VEBA contributions referred to in this Agreement shall be automatically deducted from the member each payday prior to the calculation of taxes. The monies shall be deposited in the member's account as directed by the member. In the event that the member has not determined what account the monies should be deposited to, the default will be that account/fund that is designated as a savings account.

1. Unit members participating in the City's Physical Assessment Program shall receive a \$300 per year contribution from the City and the equivalent of sixteen (16) hours of the member's base rate of pay paid into the member's VEBA account. Members are required to meet with the medical staff to review the results of the Physical Assessment testing.

2. The \$300 will be placed in the active side of the VEBA for each qualified member and the 16 hours pay equivalent shall be placed in the retirement side of the VEBA.

ARTICLE 28:
DURATION

This contract shall remain in full force and effect through midnight September 30, 2025 and shall automatically renew itself for periods of one (1) year unless either party delivers to the other written notice of its intent to modify this contract not less than ninety (90) calendar days prior to September 30 in any year of an automatic extension under this Article.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2022.

RECOMMENDED FOR THE CITY OF OCOEE

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2022.

RECOMMENDED FOR THE CITY OF OCOEE



Robert Frank, City Manager

5/27/22

Date

Saima Plasencia

Saima Plasencia, Police Chief

05/17/2022

Date



Rusty Johnson, Mayor

05/17/2022

Date

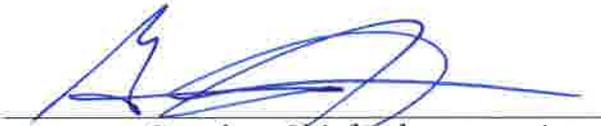


Gene Williford, HR Director

5/17/2022

Date

RECOMMENDED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



George J. Corwine, Chief Labor Negotiator
Ocoee PD PBA

April 29th, 2022

Date



Leonardo Gomez
Ocoee PD Sergeant PBA Representative

April 29, 2022

Date

Appendix A

PBA COLLECTIVE BARGAINING AGREEMENT GRIEVANCE FORM

Employee's Name

Class Title

Business Address

Department

Business Telephone

Division

Social Security Number

Unit

Bargaining Unit.

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED:

SECTION OF AGREEMENT: (which has allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED - Name of My Representative:

Business Telephone:

FOR GROUP GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED

Date Submitted

SUBMITTED TO: Name

Class Title

(If space is insufficient to write complete information, attach a separate sheet.)

White OFFICIAL - Step 1 2 3*

Yellow Representative (if any)

*Circle appropriate step Pink Employee

Ocoee PD Sergeant Industry Based Competitive Adjustment Scale

Appendix B

Completed Years in Rank as of October 1st, 2022

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
Sergeant	\$ 65,750.10	\$ 67,722.46	\$ 69,754.10	\$ 71,846.84	\$ 74,002.24	\$ 76,222.38	\$ 78,509.08	\$ 80,864.16	\$ 83,290.22
Hourly	\$ 31.6106	\$ 32.5589	\$ 33.5357	\$ 34.5418	\$ 35.5780	\$ 36.6453	\$ 37.7447	\$ 38.8771	\$ 40.0434
Position	9 Years	10 Years	11 Years						
Sergeant	\$ 85,788.82	\$ 88,362.56	\$ 91,013.52						
Hourly	\$ 41.2447	\$ 42.4820	\$ 43.7565						

Completed Years in Rank as of October 1st, 2023

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
Sergeant	\$ 69,500.08	\$ 71,585.02	\$ 73,732.62	\$ 75,944.70	\$ 78,223.08	\$ 80,569.58	\$ 82,986.80	\$ 85,476.30	\$ 88,040.68
Hourly	\$ 33.4135	\$ 34.4159	\$ 35.4484	\$ 36.5118	\$ 37.6072	\$ 38.7354	\$ 39.8975	\$ 41.0944	\$ 42.3272
Position	9 Years	10 Years	11 Years						
Sergeant	\$ 90,681.76	\$ 93,402.40	\$ 96,204.42						
Hourly	\$ 43.5970	\$ 44.9049	\$ 46.2521						

Completed Years in Rank as of October 1st, 2024

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
Sergeant	\$ 72,500.48	\$ 74,675.38	\$ 76,915.80	\$ 79,223.30	\$ 81,599.96	\$ 84,047.86	\$ 86,569.34	\$ 89,166.48	\$ 91,841.36
Hourly	\$ 34.8560	\$ 35.9017	\$ 36.9787	\$ 38.0881	\$ 39.2307	\$ 40.4077	\$ 41.6199	\$ 42.8685	\$ 44.1545
Position	9 Years	10 Years	11 Years						
Sergeant	\$ 94,596.58	\$ 97,434.48	\$ 100,357.66						
Hourly	\$ 45.4792	\$ 46.8435	\$ 48.2489						

Sergeants Slotting - Appendix C					
Last	Fist	Sgt. Years	Officer Years	Step Credit	Final Step
Alexander	Michael	16	11	5	21
Beck	Kurtis	0	7	3	3
Birdsong	Kevin	1	7	3	4
Blake	Trista	1	10	5	6
Bosquet	Mark	12	17	8	20
Coleman	Michelle	1	15	7	8
Gomez	Leo	2	12	6	8
Ogletree	David	1	19	9	10
Prince	Blake	2	4	2	4
Satterlee	Brian	15	11	5	20
Wagner	William	19	5	2	21

Appendix D



**CITY OF OCOEE
MUNICIPAL POLICE OFFICERS' AND
FIREFIGHTERS' RETIREMENT TRUST FUND**

SUMMARY PLAN DESCRIPTION

January 1, 2018

IS YOUR BENEFICIARY FORM CURRENT? IN THE EVENT YOU DIE, YOUR BENEFIT OR CONTRIBUTIONS WILL BE DISTRIBUTED TO THE PERSON OR PERSONS DESIGNATED BY NAME ON THE BENEFICIARY FORM ON FILE WITH THE PENSION PLAN. NO PROVISION IN YOUR LAST WILL AND TESTAMENT WILL CHANGE THIS SELECTION. PLEASE BE SURE THAT YOUR BENEFICIARY FORM DESIGNATES THE PERSON OR PERSONS YOU INTEND TO RECEIVE YOUR BENEFITS AND THAT YOU REVIEW THIS CHOICE IN THE EVENT OF A MAJOR LIFE CHANGE SUCH AS A DIVORCE OR THE DEATH OF YOUR BENEFICIARY.

**CITY OF OCOEE MUNICIPAL POLICE OFFICERS'
AND FIREFIGHTERS' RETIREMENT TRUST FUND**

SUMMARY PLAN DESCRIPTION

INTRODUCTION

The Board of Trustees of the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund is pleased to present this booklet which briefly explains the provisions of your Firefighters and Police Officers' Pension Plan. As a participant in the Fund, you are included in a program of benefits to help you meet your financial needs at retirement, or in the event of disability or death.

This booklet can assist you in preparing for your retirement and financial future. If you need further information on any of the topics presented in this booklet, please contact any member of the Board of Trustees. They will either answer questions you might have to help you understand your benefits or otherwise get you an answer to your questions. We urge you to read and understand this booklet in order to become familiar with the benefits of the Plan and how they contribute to your financial security and how they will enrich your retirement years.

The information presented is only a summary of the pension plan ("Plan") as provided in the ordinances of the City of Ocoee. If there are any conflicts between the information in this booklet and the ordinances of the City of Ocoee, the ordinances shall govern. The provisions of this Summary Plan Description shall not constitute a contract between the Member and the Board of Trustees. The Plan shall be administered in accordance with state and federal law, notwithstanding any provisions in this booklet or ordinances to the contrary. A copy of the ordinance establishing the Plan can be obtained from the City Clerk's office, which is located at 150 North Lakeshore Drive, Ocoee, Florida 34761.



C. BROWN
Chairman, Board of Trustees,
City of Ocoee Municipal Police Officers' and
Firefighters' Retirement Trust Fund

MARCH 19, 2018

Date

1. **BOARD OF TRUSTEES AND PLAN ADMINISTRATION**

A. **Administration.**

(1) The City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund is a defined benefit pension plan administered by a Board of Trustees which acts as the administrator of the Plan. The Board consists of 5 Trustees, 2 of whom shall be legal residents of the City who are appointed by the City Commission, 2 of whom are Members of the System, 1 who is elected by a majority of the Firefighter Members of the System and 1 who is elected by a majority of the Police Officer Members of the System and a fifth Trustee who is chosen by a majority of the first 4 Trustees. Each Trustee serves a four year term.

(2) DROP participants can be elected as but not vote for elected Trustees.

B. The names and addresses of the current Trustees and Plan Administrator are attached to this Summary Plan Description as Exhibit "A". The Chairman of the Board of Trustees is designated as agent for the service of legal process.

2. **ELIGIBILITY FOR PLAN MEMBERSHIP**

Each person employed by the City as a full-time Firefighter or Police Officer becomes a member of the Plan as a condition of his employment. All Firefighters and Police Officers are therefore eligible for Plan benefits, as provided for in the Plan document and by applicable law.

3. **PLAN BENEFITS**

All claims for benefits under the Plan shall be made in writing to the Board of Trustees.

A. **Normal Retirement Eligibility.** You are eligible for retirement upon the earlier of the completion of 25 years of credited service regardless of age, or the attainment of age 55 and the completion of 10 years of credited service.

B. **Amount of Normal Retirement Benefits.** The amount of the normal retirement benefit is based on your credited service and average final compensation:

"Credited Service" is generally your period of employment as a Police Officer or Firefighter in the Police of Fire Department measured in years and parts of years. Credited service will include credit for up to five years for a break in employment for military service, pursuant to conditions provided for under state or federal law, provided that you are reemployed within 1 year of discharge under honorable conditions. Additional credited service time may also be available (See subsection L. below).

In the event you have also accumulated credited service in the General Employees pension system maintained by the City, then such other credited service shall be used in determining vesting and eligibility for early or normal retirement, but not for determining benefits.

"Average Final Compensation" is 1/12 of your average salary of the 5 best years of the last 10 years of credited service prior to your termination, retirement or death, or your career average as a full-time Firefighter or Police Officer, whichever is greater. A year is defined as 12 consecutive months.

"Salary" is your total compensation for services rendered to the City as a Police Officer or Firefighter reported on your W-2 form, plus all tax deferred or tax sheltered items of income derived from elective employee payroll deductions or salary reductions, excluding pay for police officer's extra duty details and employers contribution into the Voluntary Employee Benefit Account (VEBA). Any paid time off unused at the time of termination of employment with the City of Ocoee as a Police Officer or Firefighter will not be used in the pension credit calculation. For service earned on or after October 1, 2012, Salary shall not include more than three hundred (300) hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of October 1, 2012 and attributable to service earned prior to the October 1, 2012, may still be included in Salary for pension purposes even if the payment is not actually made until on or after October 1, 2012.

C. Normal Retirement.

(1) Firefighters.

- (a) If you were hired prior to October 1, 2015, the normal retirement benefit is calculated by multiplying 3.5% times years of credited service times your average final compensation, up to a maximum benefit not to exceed 91% of your average final compensation if you were hired on or after October 1, 2012: $(3.5\% \times CS \times AFC = \text{normal retirement benefit})$.
- (b) If you were hired on or after October 1, 2015, the normal retirement benefit is calculated by multiplying 3.25% times years of credited service times your average final compensation, up to a maximum benefit not to exceed 81.25% of your average final compensation: $(3.25\% \times CS \times AFC = \text{normal retirement benefit})$.

(2) Police Officers.

- (a) If you were hired prior to May 16, 2017, the normal retirement benefit is calculated by multiplying 3.5% times years of credited service times your average final compensation, up to a maximum benefit not to exceed 91% of your average final compensation if you were hired on or after October 1, 2012: $(3.5\% \times CS \times AFC = \text{normal retirement benefit})$.
- (b) If you were hired on or after May 16, 2017, the normal retirement benefit is calculated by multiplying 3.25% times years of credited service times your average final compensation, up to a maximum benefit not to exceed 81.25% of your average final compensation: $(3.25\% \times CS \times AFC = \text{normal retirement benefit})$.

Normal and early retirement payments will commence on the first day of the month coincident with or next following your last day of employment. The benefit is paid to you for your life, but you or your beneficiary shall receive at least 120 monthly benefit payments in any event.

Each vested Plan Member shall be entitled, at the Fund's expense, to receive two actuarial studies (one preliminary and one final) to estimate his or her retirement benefits. Any additional studies shall be provided only at the Member's expense.

D. Early Retirement. You are eligible for early retirement upon the attainment of age 45 and the completion of 5 years of credited service.

E. Amount of Early Retirement Benefits. The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is available as follows:

- (1) Beginning on the date on which you would have qualified for normal retirement; or
- (2) Beginning immediately upon retirement, but if beginning immediately, the amount of the monthly benefit is reduced by 3% for each year to age 50 and actuarially reduced for each year from age 50 to age 45, by which the commencement of benefits precedes the date which would have been your normal retirement dated determined based upon your actual years of credited service

F. Supplemental Benefits. In addition to the benefits provided above, the Plan provides for a supplemental benefit as follows:

- (1) Supplemental Benefit. Effective October 1, 2004, all current and future retirees and effective October 1, 2008 only those who retired prior to October 1, 2008, retired under the early or normal retirement provision, their joint pensioners or beneficiaries, shall receive a supplemental benefit in the amount of \$200 per month reduced as for early retirement if applicable. Disability retirees and vested terminated persons shall not receive this supplement.
- (2) Supplemental Benefit - Share Plan. Pursuant to Florida law, there has been a separate member "share account" created for each member of the plan. This supplemental benefit may or may not be funded and thus, you may or may not receive a retirement benefit from the share plan. If the share plan is funded, at retirement, termination (vested), disability or death, there shall be an additional benefit paid to you. The share plan is funded solely with state premium tax money and the funding that is received for this Share Plan is allocated to your share account based on a formula which gives you an allocation based on your years of credited service or another formula to be determined. Your share account receives its proportionate share of the income or loss on the assets in the plan.

G. Other Retirement Options. At retirement, certain additional options are available as follows:

- (1) In lieu of the amount and form of retirement income payable under normal and early retirement, you may elect to receive a retirement benefit in a different form so long as the form you elect is of equal actuarial value as the normal benefit. The optional forms of benefits which are available are:
 - (a) A retirement income of a larger monthly amount, payable to you for your lifetime only.
 - (b) A retirement income of a modified monthly amount, payable to you during your lifetime, and following your death, 100%,

75% 66-2/3%, or 50% of such monthly amounts payable to a joint pensioner for his or her lifetime.

- (c) Such other amount and form of retirement payments or benefits as, in the opinion of the Board, will best meet your circumstances at retirement.
 - (d) You may also elect to receive an initial lump sum payment equal to 5%, 10%, 15%, or 20% of your accrued benefit with the remaining 95%, 90%, 85%, or 80%, respectively, payable in a form selected by you and provided for in (a), (b) or (c) above or in the normal form (10 years certain and life).
- (2) Deferred Retirement Option Plan (DROP).
- (a) If you become eligible for normal retirement, and are still employed by the City as a Firefighter or Police Officer, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter or Police Officer for up to an additional five years. Maximum DROP participation shall not exceed 60 months from the date you first become eligible for normal retirement. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than the maximum permissible DROP participation period provided for in the plan. You must request, in writing, to enter the DROP.
 - (b) If you **entered** the DROP **prior to** October 1, 2012, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. You may elect to either have your account credited with interest at the rate of 6.5% per annum or credited or debited with an investment return or loss approximately equal to the other assets in the Fund. One change in election is permitted.

If you **enter** the DROP **on or after** October 1, 2012, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. You may elect to either have your account credited with interest at the rate of 2% per annum or credited or debited with an investment return or loss approximately equal to the other assets in the Fund. One change in election is permitted.
 - (c) At the time of termination of employment at the end of the DROP period, you will **receive your** account balance in a lump sum or in another **optional form** and you will also begin receiving your monthly retirement benefit.
 - (d) Once you enter the DROP, you are no longer eligible for **disability or pre-retirement death benefits**, nor do you accrue **any additional credited service**. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.

- (e) Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
- (f) Additional information about the DROP can be obtained from the Board.
- (g) In lieu of participation in the DROP, if you elect **on or after October 1, 2012** to participate in an actuarially equivalent BAC-DROP to a date of your choosing, provided that the date is not further back than your normal retirement date. The total BAC-DROP period shall not exceed 60 months and shall provide an immediate partial lump sum distribution, payable to your DROP Account. The lump sum shall be the accrued benefit, determined as if you had entered the DROP retroactively, as described above, accumulated with interest at the annual fixed rate of 2%. You may choose an actuarially equivalent form of benefit at the time of BAC-DROP entry, as described in subsection (1) above. Member contributions shall be returned for the period of the BAC-DROP participation. By electing the BAC-DROP you shall terminate employment not later than the first day of the month following your election to participate in the BAC-DROP. The Board's authority and power for administration of the BAC-DROP shall be the same as those provided for in the DROP.

H. Disability Retirement. You are considered disabled when you become totally and permanently unable to perform useful and efficient service as a Firefighter or Police Officer. A written application is made to the Board of Trustees for a disability pension and the Board of Trustees receives evidence of the disability and decides whether or not the pension is to be granted. If the pension is granted, the benefit amount shall be:

(1) Firefighters - Injury In-Line of Duty.

- (a) If you were hired prior to October 1, 2015 and if the injury or disease is service connected, a benefit equal to 3.5% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 91% of your average final compensation if you were hired on or after October 1, 2012, but in any event the minimum amount paid to you shall be 42% of your average final compensation.
- (b) If you were hired on or after October 1, 2015 and if the injury or disease is service connected, a benefit equal to 3.25% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 81.25% of your average final compensation, but in any event the minimum amount paid to you shall be 42% of your average final compensation.

(2) Firefighters - Injury Not-in-Line of Duty.

- (a) If you were hired prior to October 1, 2015 and if the injury or disease is not service connected, a benefit equal to 3.5% of your average final compensation multiplied by your total

years of credited service, up to a maximum benefit not to exceed 91% of your average final compensation if you were hired on or after October 1, 2012. This non-service connected benefit is only available if you have at least 10 years of credited service.

- (b) If you were hired on or after October 1, 2015 and if the injury or disease is not service connected, a benefit equal to 3.25% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 81.25% of your average final compensation. This non-service connected benefit is only available if you have at least 10 years of credited service.

(3) Police Officers - In-Line of Duty.

- (a) If you were hired prior to May 16, 2017 and if the injury or disease is service connected, a benefit equal to 3.5% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 91% of your average final compensation if you were hired on or after October 1, 2012, but in any event the minimum amount paid to you shall be 55% of your average final compensation.
- (b) If you were hired on or after May 16, 2017 and if the injury or disease is service connected, a benefit equal to 3.25% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 81.25% of your average final compensation, but in any event the minimum amount paid to you shall be 5% of your average final compensation.

(2) Police Officers - Injury Not-in-Line of Duty.

- (a) If you were hired prior to May 16, 2017 and if the injury or disease is not service connected, a benefit equal to 3.5% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 91% of your average final compensation if you were hired on or after October 1, 2012. This non-service connected benefit is only available if you have at least 10 years of credited service.
- (b) If you were hired on or after May 16, 2017 and if the injury or disease is not service connected, a benefit equal to 3.25% of your average final compensation multiplied by your total years of credited service, up to a maximum benefit not to exceed 81.25% of your average final compensation. This non-service connected benefit is only available if you have at least 10 years of credited service.

Eligibility for disability benefits. Subject to (4) below, you must be an active member of the plan on the date the Board determines your entitlement to a disability benefit.

- (1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.

- (2) If you voluntarily terminate your employment either before or after filing an application for disability benefits, you are not eligible for disability benefits.
- (3) If you are terminated by the City for any reason other than for medical reasons, either before or after you file an application for disability benefits, you are not eligible for disability benefits.
- (4) The only exception to (1) above is:
 - (a) If you are terminated by the City for medical reasons and you have already applied for disability benefits before the medical termination, or;
 - (b) If you are terminated by the City for medical reasons and you apply within 30 days after your medical termination date.

If either (4)(a), or (4)(b) above applies, your application will be processed and fully considered by the board.

Your disability benefit terminates upon the earlier of death, with 120 payments guaranteed, or recovery. You may, however, select a "life only" or "joint and survivor" optional form of benefit as described above under "Optional Forms of Retirement".

Your benefit will be reduced if you receive workers' compensation benefits and your combined benefit exceeds 100% of your final salary. The pension benefit will be reduced so that the total does not exceed 100%, except that the pension benefit shall not be reduced below the greater of 55% of average final compensation or 2.75% of average final compensation times years of credited service.

Any condition or impairment of health caused by hypertension or heart disease resulting in death or total and permanent disability is presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence; provided that you have successfully passed a physical examination on entering into service and there is no evidence of the condition at that time.

For conditions diagnosed on or after January 1, 1996, if you suffer a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, which results in total and permanent disability, it shall be presumed that the disability is in the line of duty, unless the contrary is shown by competent evidence as provided for in Section 112.181, Florida Statutes.

To receive disability benefits, you must establish to the satisfaction of the Board, that such disability was not occasioned primarily by:

- (1) Excessive or habitual use of any drugs and/or intoxicants, or narcotics.
- (2) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- (3) Injury or disease sustained while serving in any branch of the Armed Forces.
- (4) Injury or disease sustained after your employment as a Firefighter or Police Officer with the City of Ocoee shall have terminated.

- (5) For Police Officer Members, injury or disease sustained while working for anyone other than the City and arising out of such employment.

As a disabled pensioner, you are subject to periodic medical examinations as directed by the Board to determine whether a disability continues. You may also be required to submit statements from your doctor, at your expense, confirming that your disability continues.

I. Death Before Retirement. If you die prior to retirement from the City Police Department or Fire Department, your beneficiary shall receive the following benefit:

- (1) Prior to Vesting or Eligibility for Retirement. If you were not receiving monthly benefits or were not yet vested or eligible for early or normal retirement, your beneficiary shall receive a refund of 100% of your accumulated contributions.
- (2) Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary. If you die and, at the date of your death were vested or eligible for early or normal retirement, your spouse beneficiary shall be entitled to a benefit as follows:
 - (a) If you were vested, but not eligible for normal or early retirement, your spouse beneficiary shall receive a benefit payable for 10 years, beginning on the date that you would have been eligible for early or normal retirement, at the option of your spouse beneficiary. The benefit shall be calculated as for normal retirement based on your credited service and average final compensation as of the date of your death and reduced as for early retirement, if applicable. Your spouse beneficiary may also elect to receive an immediate benefit, payable for 10 years, which is actuarially reduced to reflect the commencement of benefits prior to your early retirement date.
 - (b) If you were eligible for normal or early retirement, your spouse beneficiary shall receive a benefit payable for 10 years, beginning on the first day of the month following your death or at your otherwise normal or early retirement date, at the option of your spouse beneficiary. The benefit shall be calculated as for normal retirement based on your credited service and average final compensation as of the date of your death and reduced as for early retirement, if applicable.
 - (c) Your spouse beneficiary may not elect an optional form of benefit, however, the Board may elect to make a lump sum payment if the total commuted value of benefit is less than \$1,000.00.
 - (d) Your spouse beneficiary may, in lieu of any benefit provided for in (a) or (b) above, elect to receive a refund of your accumulated contributions.
 - (e) If your spouse beneficiary commences receiving a benefit under (a) or (b) above, but dies before all payments are made,

the remaining benefit shall be paid to the estate of the spouse beneficiary.

- (3) Deceased Members Vested or Eligible for Retirement with Non-Spouse Beneficiary. If your beneficiary is not your spouse, the benefits payable to your non-spouse beneficiary are the same as those to a spouse beneficiary, however, the date of commencement of those benefits may be required to be earlier, with the resulting reduction in the amount.

J. Reemployment After Retirement. If you retire under normal or early retirement and wish to be reemployed by the city, you should be aware that your ability to continue to receive your pension benefit upon reemployment may be restricted.

K. Termination of Employment and Vesting. If your employment is terminated, either voluntarily or involuntarily, the following benefits are payable:

- (1) Firefighters hired prior to October 1, 2015.
 - (a) If you have less than 5 years of credited service upon termination, you shall be entitled to a refund of the money you have contributed or you may leave it deposited with the Fund.
 - (b) If you have 5 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit payable to you starting at your otherwise normal or early retirement date, determined based on your actual years of Credited Service and provided you do not elect to withdraw your contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under Death Before Retirement.
- (2) Firefighters hired on or after October 1, 2015.
 - (a) If you have less than 7 years of credited service upon termination, you shall be entitled to a refund of the money you have contributed or you may leave it deposited with the Fund.
 - (b) If you have 7 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit payable to you starting at your otherwise normal or early retirement date, determined based on your actual years of Credited Service and provided you do not elect to withdraw your contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under Death Before Retirement.

- (3) Police Officers hired prior to May 16, 2017.
 - (a) If you have less than 5 years of credited service upon termination, you shall be entitled to a refund of the money you have contributed or you may leave it deposited with the Fund.
 - (b) If you have 5 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit payable to you starting at your otherwise normal or early retirement date, determined based on your actual years of Credited Service and provided you do not elect to withdraw your contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under Death Before Retirement.
- (4) Police Officers hired on or after May 16, 2017.
 - (a) If you have less than 7 years of credited service upon termination, you shall be entitled to a refund of the money you have contributed or you may leave it deposited with the Fund.
 - (b) If you have 7 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit payable to you starting at your otherwise normal or early retirement date, determined based on your actual years of Credited Service and provided you do not elect to withdraw your contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under Death Before Retirement.

The Internal Revenue Code provides that certain eligible lump sum distributions from the pension system may be directly rolled over into qualified individual retirement accounts, annuities or certain other pension plans. A 20% withholding shall be required on taxable portions of such lump sum distributions not directly transferred to a new custodian.

L. Additional Credited Service. In addition to credited service actually earned in the employment of the City, you may also receive credited service as follows:

- (1) "Buy-Back" for Prior Police or Fire Service. The years or fractional parts of years that you previously served as a police officer or firefighter with the City of Ocoee during a period of previous employment and for which period accumulated contributions were withdrawn from the Fund shall be added to your years of credited

service provided that within the first 90 days of your reemployment you pay into the plan the withdrawn contributions with interest.

If, after 90 days from your reemployment you have failed to purchase credited service pursuant to the previous paragraph or if you served as a full-time paid Police Officer for any other municipal, county or state law enforcement agency or Firefighter for any other municipal, county or special district fire department in the State of Florida or a jurisdiction other than the State of Florida, you will receive credited service only if:

- (a) You contribute to the Fund a sum equal to an actuarially determined amount such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of credited service.
- (b) Multiple requests to purchase credited service pursuant to this provision can be made at any time prior to retirement.
- (c) Payment of the required amount shall be made within 6 months of your request for credit and shall be made in one lump sum payment to the Board, upon receipt of which credited service shall be given.
- (d) The maximum credit under this section for service with an employer other than the City of Ocoee when combined with military service prior to employment shall be 5 years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Ocoee and such credit shall count for all purposes, including vesting.
- (e) In no event may credited service be purchased pursuant to this section for prior service with any other municipal, county or special district fire department or special law enforcement department if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set for in the Maximum Pension Section of your plan document.
- (f) In addition to service as a Firefighter in this State, credit may be purchased in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Division of State Fire Marshal, as provided under Chapter 633, Florida Statutes, or you provide proof to the Board that such service is equivalent to the service required to meet the definition of a Firefighter.
- (g) In addition to service as a Police Officer in this State, credit may be purchased in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida

Statutes, or you provide proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer.

(2) "Buy-Back" for Military Service Prior to Employment. The years or fractional parts of years that you serve or have served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City Police or Fire Department shall be added to your years of credited service provided that:

- (a) You contribute to the Fund an actuarially determined amount such that the crediting of the service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of credited service.
- (b) Multiple requests to purchase credited service pursuant to this provision may be made at any time prior to retirement.
- (c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
- (d) The maximum credit under this Section when combined with credited service for prior police or fire service with an employer other than the City of Ocoee, shall be 5 years and shall count for all purposes except vesting and eligibility for not-in-line of duty disability benefits.

(3) Rollovers or Transfers of Funds to Purchase Service. In the event you are eligible to purchase additional credited service as provided above, you may be eligible to rollover or transfer funds from another retirement program in which you participate (traditional IRA, deferred compensation plan maintained by a government employer (457 plan), 401k plan, profit sharing plan, defined benefit plan, money purchase plan, annuity plan or tax sheltered annuity) in order to pay all or part of the cost of purchasing such additional credited service.

M. Contributions and Funding. The City is paying the portion of the cost of the pension plan over and above your contributions and all or a portion of the amounts received from the state insurance rebates, pursuant to a mutual consent agreement between the City and the Union. You contribute 8% of your salary to the Plan. Your contribution will be excluded from your gross income for withholding purposes so you will realize income tax benefits.

N. Maximum Benefits. In no event will the annual benefits paid from this Plan exceed \$220,000.00 annually, subject to certain cost of living adjustments and actuarial reductions, under certain circumstances, for retirement prior to age 62 as set forth in Section 415 of the Internal Revenue Code.

If you began participation for the first time on and after January 1, 1980, you cannot receive a benefit in excess of 100% of your average final compensation.

O. Forfeiture of Pension. If you are convicted of the certain crimes listed in the Plan, committed prior to retirement, or if your employment is terminated by reason of your admitted commission, aid or abetment of these crimes, you shall forfeit all rights and benefits under the Plan, except for the return of your contributions as of the date of your termination.

P. Conviction and Forfeiture; False, Misleading or Fraudulent Statements.

It is unlawful for you to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.

If you violate the previous paragraph, you commit a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

In addition to any applicable criminal penalty, upon conviction for a violation described above, you or your beneficiary may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which you would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

Q. Claims Procedure Before the Board. You may request, in writing, that the Board review any claim for benefits under the Plan. The Board will review the case and enter a decision as it deems proper within not more than 180 days from the date of the receipt of such written request, or in the case of a disability claim, from receipt of a medical release and completed interrogatories. The time period may be extended if you agree to the extension.

The Board's decision on your claim will be contained in an order which will be in writing and will include:

- (1) The specific reasons for the Board's action;
- (2) A description of any additional information that the Board feels is necessary for you to perfect your claim;
- (3) An explanation of the review procedure next open to you which includes a formal evidentiary hearing.

4. NON-FORFEITURE OF PENSION BENEFITS

A. Liquidation of Pension Fund Assets. In the event of repeal, or if contributions to the Fund are discontinued by the City, there will be a full vesting of benefits accrued to date of repeal.

B. Interest of Members in Pension Fund. At no time prior to the satisfaction of all liabilities under the Plan shall any assets of the Plan be used for any purpose other than for the Firefighters' or Police Officers' exclusive benefit. In any event, your contributions to the Plan are non-forfeitable.

5. VESTING OF BENEFITS

A. For Firefighters hired prior to October 1, 2015. Your retirement benefits are vested after 5 years of credited service.

- B. For Firefighters hired on or after October 1, 2015. Your retirement benefits are vested after 7 years of credited service.
- C. For Police Officers hired prior to May 16, 2017. Your retirement benefits are vested after 5 years of credited service.
- D. For Police Officers hired on or after May 16, 2017. Your retirement benefits are vested after 7 years of credited service.

6. **APPLICABLE LAW**

The Plan is governed by certain federal, state and local laws, including, but not limited to the following:

- A. Internal Revenue Code and amendments thereto.
- B. Chapters 175 and 185, Florida Statutes, "Municipal Police Officers' or Firefighters' Retirement Trust Funds".
- C. Part VII, Chapter 112, Florida Statutes, "Actuarial Soundness of Retirement Systems".
- D. Ordinances of the City of Ocoee.
- E. Administrative rules and regulations adopted by the Board of Trustees.

7. **PLAN YEAR AND PLAN RECORDS**

The Plan year begins on October 1 of each year and ends on September 30 of the following year. All records of the Plan are maintained on the basis of the Plan year.

8. **APPLICABLE PROVISIONS OF COLLECTIVE BARGAINING AGREEMENTS**

The current collective bargaining agreement between the City and the Firefighters and Police Officers contains no provisions which deal directly with pension benefits. Pension benefits are a bargainable issue.

9. **FINANCIAL AND ACTUARIAL INFORMATION**

- A. A report of pertinent financial and actuarial information on the solvency and actuarial soundness of the Plan has been prepared by the Pension Plan's actuary, Foster & Foster, Inc., and is attached as Exhibit "B".
- B. A copy of the detailed accounting report of the plan's expenses for the fiscal year is available for review upon request to the Plan Administrator.
- C. A copy of the administrative expense budget for the plan, for each fiscal year is available for review upon request to the Plan Administrator.

10. **DIVORCE OR DISSOLUTION OF MARRIAGE**

Federal and state law provides certain restrictions regarding the payment of your pension benefits in the event of your divorce or dissolution of marriage. Immediately upon your involvement in such a legal proceeding, you should provide a member of the Board with the name and address of your attorney or your name and address if you have no attorney. The Board's attorney

will then provide you or your attorney with information concerning the legal restrictions regarding your pension benefits. In addition, a copy of any proposed order must be submitted to the Board prior to entry by the court. Failure to do so may require you to pay any expenses incurred by the Board in correcting an improper court order.

11. **EX-SPOUSES AS BENEFICIARY OR JOINT PENSIONER**

The Florida Legislature has adopted Section 732.703, Florida Statutes. This law nullifies the designation of your ex-spouse as a Beneficiary or Joint Annuitant / Joint Pensioner on your pension plan retirement benefits. This law went into effect on July 1, 2012.

After July 1, 2012, if you want your ex-spouse to be a beneficiary or joint annuitant/joint pensioner for your plan benefit, you will have to make that designation AFTER the dissolution of marriage. If you currently have an ex-spouse as a beneficiary or joint annuitant/joint pensioner, and want to keep this designation, you will have to designate the ex-spouse again after July 1, 2012.

To reconfirm your current beneficiary, or to designate a new beneficiary, complete a new Designation of Beneficiary Form (PF-3).

To reconfirm your current joint annuitant/joint pensioner, or to designate a new joint annuitant/joint pensioner (if authorized by the current plan provisions), indicate such change on a Change or Confirmation of Designated Joint Annuitant or Joint Pensioner Form (PF-25). If necessary, the plan administrator will submit the new form to the actuary of the plan for recalculation of your benefit. There may be a charge to you to make this change.

To obtain either of the above forms, or if you have any questions, please contact your plan administrator.

12. **EXCLUSION OF HEALTH INSURANCE PREMIUMS FROM INCOME**

When you retire because of disability or have worked to the date you are immediately eligible for normal retirement (not early retirement), you can elect to exclude from income, distributions made from your benefit that are used to pay the premiums for accident or health insurance or long-term care insurance. The premium can be for coverage for you, your spouse, or dependents. The distribution must be made directly from the plan to the insurance provider using pension form PF-22 which authorizes the distribution. (This form may be obtained from your plan administrator) You can exclude from income the smaller of the amount of the insurance premiums or \$3,000.00. You can only make this election for amounts that would otherwise be included in your income.

EXHIBIT "A"

BOARD OF TRUSTEES

The names and addresses of the members of the Board of Trustees are:

Chairman: Charles Brown
646 Ocoee Commerce Pkwy
Ocoee, Florida 34761

Secretary: Bryan Pace
646 Ocoee Commerce Pkwy
Ocoee, Florida 34761

Member: Trey Littlefield
646 Ocoee Commerce Pkwy
Ocoee, Florida 34761

Member: Joe Moy
646 Ocoee Commerce Pkwy
Ocoee, Florida 34761

Member: William Maxwell
558 Woodson Avenue
Ocoee, FL 34761

PLAN ADMINISTRATOR

Mr. Pete Prior
Ocoee Police Officers' and Firefighters' Retirement Trust Fund
c/o Benefits USA
3810 Inverrary Blvd., Ste 303
Lauderhill, FL 33319
Phone: 954-730-2068 extension 203
E-Mail: pete@benefits-usa.org

CITY OF OCOEE
MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND

EXHIBIT "B"

A. Participant Data	New Assump <u>10/1/2017</u>	Old Assump <u>10/1/2017</u>	<u>10/1/2016</u>
Actives	116	116	114
Service Retirees	45	45	42
DROP Retirees	10	10	10
Beneficiaries	1	1	1
Disability Retirees	7	7	7
Terminated Vested	<u>26</u>	<u>26</u>	<u>25</u>
 Total	 205	 205	 199
 Total Annual Payroll	 \$7,811,311	 \$7,811,311	 \$7,432,068
Payroll Under Assumed Ret. Age	7,811,311	7,811,311	7,432,068
 Annual Rate of Payments to:			
Service Retirees	1,858,284	1,858,284	1,696,387
DROP Retirees	604,396	604,396	597,672
Beneficiaries	12,218	12,218	12,218
Disability Retirees	181,068	181,068	181,068
Terminated Vested	186,890	186,890	186,890
 B. Assets			
 Actuarial Value (AVA) ¹	 50,166,070	 50,166,070	 46,264,915
Market Value (MVA) ¹	50,652,631	50,652,631	45,408,536
 C. Liabilities			
 Present Value of Benefits			
Actives			
Retirement Benefits	34,402,296	33,454,425	31,591,643
Disability Benefits	1,843,783	1,807,159	1,705,202
Death Benefits	228,963	481,105	453,060
Vested Benefits	598,014	589,028	597,775
Refund of Contributions	63,850	63,654	53,882
Service Retirees	20,548,836	20,457,202	18,890,574
DROP Retirees ¹	9,005,414	8,969,376	8,570,467
Beneficiaries	42,272	42,236	50,925
Disability Retirees	1,963,467	1,954,861	1,972,653
Terminated Vested	1,260,165	1,251,549	1,170,027
Share Plan Balances ¹	<u>252,169</u>	<u>252,169</u>	<u>193,674</u>
 Total	 70,209,229	 69,322,764	 65,249,882

C. Liabilities - (Continued)	New Assump <u>10/1/2017</u>	Old Assump <u>10/1/2017</u>	<u>10/1/2016</u>
Present Value of Future Salaries	64,710,504	64,012,030	61,215,034
Present Value of Future Member Contributions	5,176,840	5,120,962	4,897,203
Normal Cost (Retirement)	1,356,741	1,310,174	1,241,828
Normal Cost (Disability)	122,517	120,445	112,412
Normal Cost (Death)	12,554	25,663	24,476
Normal Cost (Vesting)	61,935	61,029	61,754
Normal Cost (Refunds)	<u>16,368</u>	<u>16,339</u>	<u>14,407</u>
Total Normal Cost	1,570,115	1,533,650	1,454,877
Present Value of Future Normal Costs	12,430,374	12,007,148	11,462,922
Accrued Liability (Retirement)	23,400,924	22,945,876	21,572,520
Accrued Liability (Disability)	918,629	907,500	844,784
Accrued Liability (Death)	133,298	283,206	263,477
Accrued Liability (Vesting)	240,960	238,917	246,169
Accrued Liability (Refunds)	12,721	12,724	11,690
Accrued Liability (Inactives) ¹	32,820,154	32,675,224	30,654,646
Share Plan Balances ¹	<u>252,169</u>	<u>252,169</u>	<u>193,674</u>
Total Actuarial Accrued Liability (EAN AL)	57,778,855	57,315,616	53,786,960
Unfunded Actuarial Accrued Liability (UAAL)	7,612,785	7,149,546	7,522,045
Funded Ratio (AVA / EAN AL)	86.8%	87.5%	86.0%

D. Actuarial Present Value of Accrued Benefits	New Assump <u>10/1/2017</u>	Old Assump <u>10/1/2017</u>	<u>10/1/2016</u>
Vested Accrued Benefits			
Inactives + Share Plan Balances ¹	33,072,323	32,927,393	30,848,320
Actives	9,391,340	9,266,070	9,091,092
Member Contributions	<u>4,816,997</u>	<u>4,816,997</u>	<u>4,522,330</u>
Total	47,280,660	47,010,460	44,461,742
Non-vested Accrued Benefits	<u>2,766,862</u>	<u>2,688,467</u>	<u>2,309,793</u>
Total Present Value			
Accrued Benefits (PVAB)	50,047,522	49,698,927	46,771,535
Funded Ratio (MVA / PVAB)	101.2%	101.9%	97.1%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	348,595	0	
New Accrued Benefits	0	1,870,128	
Benefits Paid	0	(2,559,339)	
Interest	0	3,616,603	
Other	<u>0</u>	<u>0</u>	
Total	348,595	2,927,392	

	New Assump	Old Assump	
Valuation Date	10/1/2017	10/1/2017	10/1/2016
Applicable to Fiscal Year Ending	<u>9/30/2019</u>	<u>9/30/2019</u>	<u>9/30/2018</u>

E. Pension Cost

Normal Cost (with interest) % of Total Annual Payroll ²	20.89	20.41	20.35
Administrative Expenses (with interest) % of Total Annual Payroll ²	1.07	1.07	1.40
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 25 years (as of 10/1/2017, with interest) % of Total Annual Payroll ²	23.25	22.80	21.50
Total Required Contribution % of Total Annual Payroll ²	45.21	44.28	43.25
Expected Member Contributions % of Total Annual Payroll ²	8.00	8.00	8.00
Expected City and State Contribution % of Total Annual Payroll ²	37.21	36.28	35.25

F. Past Contributions

Plan Years Ending:	<u>9/30/2017</u>
City and State Requirement	2,235,309
Actual Contributions Made:	
Members (excluding buyback)	601,901
City	1,802,906
State	<u>432,404</u>
Total	2,837,211

G. Net Actuarial (Gain)/Loss 399,059

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2017 and 9/30/2016.

² Contributions developed as of 10/1/2017 are expressed as a percentage of total annual payroll at 10/1/2017 of \$7,811,311.