MIAMI BEACH
PENSION FUND FOR FIREFIGHTERS AND POLICE OFFICERS

ORDINANCE IMPLEMENTING
2015-2018 IAFF COLLECTIVE BARGAINING AGREEMENT AND
2015-2018 FOP COLLECTIVE BARGAINING AGREEMNT

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING PART I, SUBPART B, ARTICLE IX, RELATED SPECIAL ACTS, OF THE MIAMI BEACH CITY CODE ENTITLED "PENSION SYSTEM FOR DISABILITY AND RETIREMENT OF MEMBERS OF POLICE AND FIRE DEPARTMENTS"; AMENDING THE PENSION SYSTEM TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT WITH THE FIRE FIGHTERS OF MIAMI BEACH, IAFF LOCAL 1510, FOR THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018, AND THE COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE OFFICERS OF MIAMI BEACH, FOP WILLIAM NICHOLS LODGE NUMBER 8, FOR THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018; AMENDING SECTION 62, ENTITLED "DEFINITIONS"; AMENDING SECTION 65, ENTITLED "COMPUTATION OF CREDITABLE SERVICE; SERVICE RECORD";AMENDING SECTION 66, ENTITLED SERVICE AND DISABILITY BENEFITS GENERALLY; AMENDING SECTION 79, ENTITLED "DEFERRED RETIREMENT OPTION PLAN"; AMENDING SECTION 82, ENTITLED "MILITARY SERVICE"; AMENDING SECTION 87, ENTITLED "BENEFITS FOR MEMBERS HIRED ON OR AFTER JULY 14, 2010"; AMENDING SECTION 88, ENTITLED BENEFITS FOR MEMBERS HIRED ON OR AFTER SEPTEMBER 30, 2013; CREATING A NEW SECTION 89, ENTITLED "BENEFITS FOR MEMBERS HIRED ON OR AFTER [DATE OF RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT]"; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

Section 1. Section 62 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 62. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Actuarial Assumptions (for the calculation of optional forms of benefits) means the following interest rates compounded annually:

(a) 8.5% for plan years prior to October 1, 2009; 8.4% effective for the plan year beginning October 1, 2009; 8.3% effective for the plan year beginning October 1, 2010; 8.2% effective for the plan year beginning October 1, 2011; 8.1% effective for the plan year beginning October 1, 2012; and 8.0% effective for the plan years beginning October 1, 2013 and October 1, 2014;

(b) 7.75%~~7.95%~~ effective for ~~the~~ plan years beginning on and after October 1, 2015~~; 7.90% effective for the plan year beginning October 1, 2016; 7.85% effective for the plan year beginning October 1, 2017; 7.80% effective for the plan year beginning October 1, 2018; and 7.75% effective for the plan year beginning October 1, 2019~~.

Actuarial Assumptions (for the calculation of optional forms of benefits) also means the following mortality tables:

(a) for plan years beginning prior to October 1, 2010, the 1983 Group Annuity Mortality Table; for plan years beginning on October 1, 2010 and October 1, 2011: for Pre-Retirement Mortality the RP-2000 Combined Mortality Table with a blue collar adjustment, for Post-Retirement Healthy Mortality the RP-2000 Combined Mortality Table with a blue collar adjustment, and for Post-Retirement Disabled Mortality the RP-2000 Combined Mortality Table;

(b) for plan years beginning on and after October 1, 2012: for Pre-Retirement Mortality the RP-2000 Combined Mortality Table with a blue-collar adjustment projected 15 years from valuation date, for Post-Retirement Healthy Mortality the RP-2000 Combined Mortality Table with a blue-collar adjustment projected 7 years from valuation date, and for Post-Retirement Disabled Mortality the RP-2000 Combined Mortality Table. For purposes of determining the period that benefits are paid to a widow or widower who was married to a deceased member for less than ten years, the 1994 Life Expectancy Table shall be used.

(c) for plan years beginning on and after October 1, 2015: for Pre-Retirement and Post-Retirement Mortality, the RP-2000 Combined Healthy Participant Mortality Tables with a fixed blend of 90% male mortality rates – 10% female mortality rates, with full generational mortality improvements projected to the year of commencement with Scale BB for healthy participants; and for disabled participants, the RP-2000 Disabled

Mortality Table with a fixed blend of 90% male mortality rates – 10% female mortality rates, with no projection for disabled participants . For purposes of determining the period that benefits are paid to a widow or widower who was married to a deceased member for less than ten years, the following mortality tables shall be used: RP-2000 Combined Healthy Participant Mortality Tables with a fixed blend of 90% male mortality rates – 10% female mortality rates, with full generational mortality improvements projected to the year of commencement with Scale BB for healthy participants; and RP-2000 Disabled Mortality Tables with a fixed blend of 90% male mortality rates – 10% female mortality rates, with no projection for disabled participants.

* * *

Section 2. Section 65 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 65. - Computation of creditable service; service record. (a) A member's Creditable Service shall include all periods of employment as an Employee for which contributions have been made to this System in accordance with subsection (b) below and section 63(b), together with all service in the uniformed services of the United States required to be included under section 82; provided, however, that only periods of service in the uniformed services of the United States for which the member makes the member contributions as provided for in section 82 shall be Creditable Service for purposes of computing the amount of the member's benefit from the System. Notwithstanding any provision to the contrary, in no event shall the same period of service be counted more than once as Creditable Service under this System, and in no event shall a member receive Creditable Service under this System for any period of service for which credit has been received under any other defined benefit retirement plan established by the City.

(b) Employees who become members of this System in order to receive credit for service rendered prior to their becoming a member shall make contributions to the Fund in the amount such member would have contributed had he been a member during the period of service for which credit is being purchased. In order to receive such credit, employees shall make payment within six months after becoming a member or within such other period as may be provided in a bargaining agreement covering the member. Notwithstanding the foregoing, any employee who transfers to this System whereby the accumulated total credit in any other pension system of the City is transferred to this System, then and in that event, all of the creditable service time in such other system shall be considered Creditable Service time under this System, and such employee need make no additional contribution for time credited. ~~No Creditable Service shall be provided under this System for periods of service in another City retirement plan, nor shall any transfer of service or credit from another City retirement plan to this System be allowed.~~

(c) The Board shall establish the service record of all employees who may be entitled to participate in the benefits of this System, and shall keep a record thereof.

Section 3. Section 66 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 66. - Service and disability benefits generally.

* * *

(d) For purposes of determining a member's benefit, the average monthly Salary of members who attains eligibility for retirement under subsection (a) above on or before September 30, 2015, shall be based on the average of the two highest-paid years of the member prior to the date of retirement or termination, or the average of the last two paid years of the member prior to the date of retirement or termination, whichever produces the greater benefit for members employed by the City before May 19, 1993, and shall be based on the average of the three highest paid years of the member prior to the date of retirement or termination for May 1993 Members. Effective September 30, 2015, the average monthly salary for members hired before July 14, 2010, who do not attain eligibility for retirement under subsection (a) above on or before September 30, 2015, shall be based on the average of the three highest paid, years or the average of the last three (3) years of the member prior to the date of retirement or termination, whichever produces the greater benefit. The average monthly salary for Members hired on or after July 14, 2010, but prior to September 30, 2013, shall be based on the average of the three highest paid years or the average of the last three (3) years of the member prior to the date of retirement or termination, whichever produces the greater benefit. The average monthly salary for Members hired on or after September 30, 2013, shall be based on the average of the five (5) highest paid years or the average of the last five (5) years of the member prior to the date of retirement or termination, whichever produces the greater benefit. For purposes of such calculation, Salary shall be the Salary upon which the member's contribution to the System was computed, as provided in paragraphs (1) and (2) below:

* * *

(1) With respect to a firefighter member employed before May 19, 1993, and retiring on or after October 1, 1994, the inclusion of overtime in the member's Salary for the applicable average monthly salary period~~two highest paid years or last two years, as the case may be~~, shall be limited in each year to an amount which, when combined with compensation for off-duty services and the value of any accrued sick and/or vacation leave that is included in a member's Salary for pension contribution and benefit purposes, is equal to 11% of the highest annualized pay rate for the same salary rank that the member is in at time of retirement. Effective July 14, 2010, all compensation received by a firefighter member who is eligible for overtime pay and who receives pay for off-duty services performed after that date for which compensation is received through the City shall be included in

such member's Salary for pension contribution and benefit purposes; provided, in no event shall such compensation for off-duty services, in combination with any overtime pay and the value of any accrued sick and/or vacation leave included in a member's Salary for pension contribution and benefit purposes, exceed 11% of the highest annualized pay rate for the same salary rank that the member is in at time of retirement. For firefighter members who are eligible for overtime pay and who retire on or after September 30, 2010, upon reaching eligibility for retirement, a member may elect to apply unused sick and/or vacation leave for inclusion in the member's Salary for pension contribution and benefit purposes, at a cost of 10% of the value of the unused sick and/or vacation leave (at the member's current hourly rate). Provided, in no event shall the value of such unused sick and/or vacation time, when combined with any overtime pay and compensation for off-duty services included in a member's Salary for pension contribution and benefit purposes, exceed 11% of the highest annualized pay rate for the same salary rank that the member is in at time of retirement. Notwithstanding the foregoing, effective September 30, 2013, overtime pay in excess of 300 hours per calendar year, payments for unused sick and vacation leave, hazardous duty pay (when paid), and payments relating to the domestic partner tax credit reimbursement, shall be excluded from a firefighter member's Salary for pension contribution and benefit purposes.

(2) With respect to a police officer member employed before May 19, 1993, and retiring on or after October 1, 1994, the inclusion of overtime in the member's Salary for the applicable average monthly salary period~~two highest paid years or last two years, as the case may be~~, shall be limited in each year to an amount which, when combined with compensation for off-duty services and the value of any accrued sick and/or vacation leave that is included in a member's Salary for pension contribution and benefit purposes, is equal to 70% of the difference between the member's annualized pay rate at retirement and the highest annualized pay rate for the next higher salary rank; but in no event shall such member's accrued benefit on his date of retirement be less than the benefit he had accrued as of September 30, 1994, determined under the terms of the System in effect on that date. Effective July 14, 2010, all compensation received by a police officer member who is eligible for overtime pay and who receives pay for off-duty services performed after that date for which compensation is received through the City, shall be included in such member's Salary for pension contribution and benefit purposes; provided, in no event shall such compensation for off-duty services, in combination with any overtime pay and the value of any accrued sick and/or vacation leave included in a member's Salary for pension contribution and benefit purposes, exceed 70% of the difference between the member's annualized pay rate at retirement and the highest annualized pay rate for the next higher salary rank; but in no event shall such member's accrued benefit on his date of retirement be less than the benefit he had accrued as of September 30, 1994, determined under the terms of the System in effect on that date. For police officer members who are eligible for overtime pay and who retire

on or after September 30, 2010 and before September 30, 2013, upon reaching eligibility for retirement, a member may elect to apply unused sick and/or vacation leave for inclusion in the member's Salary for pension contribution purposes, at a cost of 10% of the value of the unused sick and/or vacation leave (at the member's current hourly rate). Provided, in no event shall the value of such unused sick and/or vacation time, when combined with any overtime pay and compensation for off-duty services included in a member's Salary for pension contribution and benefit purposes, exceed 70% of the difference between the member's annualized pay rate at retirement and the highest annualized pay rate for the next higher salary rank; but in no event shall such member's accrued benefit on his date of retirement be less than the benefit he had accrued as of September 30, 1994, determined under the terms of the System in effect on that date. Notwithstanding the foregoing, effective September 30, 2013, overtime pay in excess of 300 hours per calendar year, payments for unused sick and vacation leave, hazardous duty pay (when paid), payments relating to the domestic partner tax credit reimbursement, and payments for voluntarily participating in a physical fitness assessment program offered by the City shall be excluded from a police officer member's Salary for pension contribution and benefit purposes; and in no event shall compensation for off-duty services, in combination with overtime pay not exceeding 300 hours per calendar year, exceed 11% of the highest annualized pay rate for the same salary rank that the member is in at time of retirement. Provided, the 11% limitation in the preceding sentence shall not apply to any member who holds the rank of sergeant or lieutenant on September 30, 2013, or any police officer who is promoted into the position of police sergeant prior to the date the 2013 Certified Police Sergeant Promotional Register expires in 2015. Notwithstanding any other provision of this paragraph (2), effective [date of ratification of collective bargaining agreement], with respect to any member excluded from the eleven percent (11%) limitation by operation of the preceding sentence, if such member self-demotes the amount of compensation for off-duty services, in combination with overtime pay not exceeding 300 hours per calendar year, included in such member's Salary ~~the member's benefit~~ shall not exceed 11% of the highest annualized pay rate for the same salary rank that the member is in at time of retirement; and overtime, off-duty or any other compensation shall not be applied to produce a benefit that exceeds the eleven percent (11%) limitation.

Section 4. Section 79 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 79. - Deferred Retirement Option Plan (DROP).

* * *

(b) *Conditions of eligibility.* Upon becoming eligible to participate in the DROP, a member who enters the DROP before September 1, 2012, may elect to enter that

program for a period not to exceed 36 months. Notwithstanding, DROP participation for members who enter the DROP before September 1, 2012, may not continue beyond the date when the member's combined years of creditable service and time in the DROP equals 352 months (387 months for members who were members prior to July 1, 1976). Members who enter the DROP on or after September 1, 2012, shall be eligible to participate for a period not to exceed sixty (60) months. Notwithstanding, for those members who enter the DROP on or after September 1, 2012, participation may not continue beyond the date when the member's combined years of creditable service and time in the DROP equals 456 ~~408~~ months.~~;~~ Provided, members who enter the DROP on or before September 30, 2015 may extend their DROP participation period by 12 months, for a total maximum DROP participation period not to exceed seventy-two (72) months; provided further, members who enter the DROP on or after October 1, 2015 but prior to [date of ratification of collective bargaining agreement], may extend their DROP participation period by up to 36 months, for a total maximum DROP participation period not to exceed ninety-six (96) months; and provided further, members who enter the DROP on or after [date of ratification of collective bargaining agreement] may participate in the DROP for a period not to exceed ninety-six (96) months. Provided also that participation in DROP shall require the member to complete and submit the following prior to start of DROP payments:

1. Such forms as may be required by the Board or Plan Administrator. Election of the DROP is irrevocable once DROP payments begin. Members who are participating in the DROP on [date of ratification of collective bargaining agreement] and elect to extend their DROP participation period must complete such forms as are required by the Board no later than December 1, 2016.

2. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the member as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

* * *

(e) *Payments to DROP account.* A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. Provided, members who enter the DROP on or after September 1, 2012, and before September 30, 2013, shall receive a zero percent (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the member remains in the DROP for the maximum DROP participation ~~five-year~~ period. Provided further, and notwithstanding any other provision of the System, any ~~such~~ member who enters

the DROP on or before September 30, 2015 and elects to extend their DROP participation period by up to 12 months shall receive a zero percent (0%) cost of living adjustment for the sixth (6th) annual adjustment date; and if such member thereafter separates from city employment at any time during~~before the end of~~ the sixth year of DROP participation, he/she shall not receive a cost of living adjustment on the sixth annual adjustment date, but shall receive a cost of living adjustment on the seventh annual adjustment date and each annual adjustment date thereafter. Provided further, and notwithstanding any other provision of the System, a member who enters the DROP on or after October 1, 2015 but prior to [date of ratification of collective bargaining agreement], and elects to extend their DROP participation period by up to 36 months, shall receive a zero percent (0%) cost of living adjustment for the sixth (6th), seventh (7th) and eighth (8th) annual adjustment dates; and if such member separates from city employment at any time within the sixth, seventh or eighth year of DROP participation, he/she shall not receive a cost of living adjustment on the annual adjustment date next following separation of employment, but shall receive a cost of living adjustment on each annual adjustment date thereafter. Provided further, and notwithstanding any other provision of the System, a member hired before [date of ratification of collective bargaining agreement] who enters the DROP on or after [date of ratification of collective bargaining agreement] shall receive a zero percent (0%) cost of living adjustment for the sixth (6th), seventh (7th) and eighth (8th) annual adjustment dates; and if such member separates from city employment at any time within the sixth (6th), seventh (7th) or eighth (8th) year of DROP participation, he/she shall not receive a cost of living adjustment on the annual adjustment date next following separation of employment, but shall receive a cost of living adjustment on each annual adjustment date thereafter. Provided further, and notwithstanding any other provision of the System, members hired on or after [date of ratification of collective bargaining agreement] who enter the DROP shall receive a zero percent (0%) cost of living adjustment for the first (1st), second (2nd), third (3rd) and fourth (4th) annual adjustment dates; and if such a member separates from city employment at any time within the first (1st), second (2nd), third (3rd) or fourth (4th) year of DROP participation, he/she shall not receive a cost of living adjustment on the annual adjustment date next following separation of employment, but shall receive a cost of living adjustment on each annual adjustment date thereafter. ~~exits the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in section 67.~~

* * *

(g) *Payment of DROP account funds.* Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment. In the event of the member's death, payment shall be made directly to the member's beneficiary.

* * *

(k) [Retaining of earned balance of accrued leave.] A member who enters the DROP on or after September 30, 2013, shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the collective bargaining agreement between the City and IAFF, and between the City and FOP, as applicable. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the applicable collective bargaining agreement; provided, the member shall retain at least one hundred twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than August 31 ~~June 30~~ of that year (unless an alternate date as determined by the City and the president of the respective bargaining unit). Employees may request such payment prior to entry into the DROP, but must be in the DROP at the time of payout. Payment will be made ~~after the first~~on the second pay period ~~ending~~ of ~~in October~~ February of the ~~same~~ following year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement, as reduced by the prior payout, if any. In no event shall payments for accrued sick or vacation leave be included in such member's Salary for the purposes of contributions and benefits under the System.

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Section 5. Section 82 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 82. - Military service.

* * *

(b) Effective September 30, 2013, members, who have at least 5 years but not more than 10 years of Creditable Service under the System on that~~the applicable effective~~ date, may contribute an additional amount to the System in order to receive service credit for years of active military service in the U.S. Army, Navy, Air Force, Marines or Coast Guard occurring prior to their date of employment with the City. A member may purchase up to two years of such service. The price for each such year shall be 10% (10.5% for members hired on or after September 30, 2013) of the aggregate of the member's Salary during the 12 calendar months immediately preceding the date of such purchase; and such price shall be prorated accordingly if a member's election includes a fractional year of service. Any additional benefits attributable to service purchased under this subsection (b) shall be at the benefit multiplier rate of 3% per year of Creditable Service, with a total maximum additional benefit of 6% based on two years of Creditable Service purchased. The purchase of Creditable Service under this subsection (b) for police officer members with 5 or more

years of credited service on September 30, 2013 must be completed within 36 months following September 30, 2013. The purchase of Creditable Service under this subsection (b) for police officer members with less than 5 years of credited service on September 30, 2013 must be completed within 36 months following the date the member completes 5 years of Creditable Service~~, or the date a member completes 5 years of Creditable Service, whichever occurs later~~. The purchase of Creditable Service under this subsection (b) for firefighter members with 5 or more years of credited service on September 30, 2013 must be completed within 24 months following September 30, 2013. The purchase of Creditable Service under this subsection (b) for firefighter members with less than 5 years of credited service on September 30, 2013 must be completed within 24 months following the date the member completes 5 years of Creditable Service. A member who does not complete and fully pay for the purchase of Creditable Service under this subsection (b) within the applicable time period specified herein ~~36 months following September 30, 2013, or the date a member completes 5 years of Creditable Service, if later,~~ shall not receive Creditable Service for more than the amount for which payment has been made, and shall not be eligible to purchase Creditable Service for prior military service in the future.

Section 6. Section 87 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 87. - Benefits for employees hired on or after July 14, 2010 and prior to September 30, 2013.

The pension benefits for employees hired on or after July 14, 2010 and prior to September 30, 2013, shall be as provided in the sections 61 through 86, except as follows:

(a) The benefit multiplier shall be three percent (3%) for each year of creditable service for the first 20 years of service, and four percent (4%) for each year of creditable service after 20 years of creditable service.

(b) The normal retirement date shall be as provided in sec. 66, except that a member must complete at least five years of creditable service, and must attain age 48 to be eligible for "Rule of 70" retirement.

(c) Final average monthly salary shall be based on the three (3) highest paid years or last three (3) years as the case may be, prior to retirement or separation from employment.

(d) The cost of living adjustment shall be one and one-half percent (1.5%) annually.

(e) A member shall be vested upon completion of five years of creditable service.

(f) The maximum pension benefit shall be as provided in section 11-66(e).

~~Members who enter the DROP shall receive a zero percent (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the maximum five-year period. Provided, any member who exits the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in paragraph (d) above.~~

Section 7. Section 88 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is amended to read:

Sec. 88. - Benefits for members hired on or after September 30, 2013 and prior to [date of ratification of collective bargaining agreement].

Notwithstanding any other provision of the System, the pension benefits for members hired on or after September 30, 2013 2013 and prior to [date of ratification of collective bargaining agreement] shall be as provided in the sections 61 through 86, except as follows:

(a) The benefit multiplier shall be three percent (3%) for each year of creditable service for the first 20 years of service, and four percent (4%) for each year of creditable service after 20 years of creditable service.

(b) The normal retirement date shall be as provided in sec. 66, except that a member must complete at least five years of creditable service, and must attain age 48 to be eligible for "Rule of 70" retirement.

(c) Final average monthly salary shall be based on the five (5) highest paid years or last five (5) years as the case may be, prior to retirement or separation from employment.

(d) The cost of living adjustment shall be one and one-half percent (1.5%) annually.

(e) A member shall be vested upon completion of five years of creditable service.

(f) The maximum pension benefit shall be as provided in section 11-66(e).

Section 8. A new Section 89 of Part 1, Subpart B, Article IX, Related Special Acts of the Miami Beach City Code, is created to read:

Sec. 89. - Benefits for members hired on or after [date of ratification of collective bargaining agreement].

Notwithstanding any other provision of the System, the pension benefits for members hired on or after [date of ratification of collective bargaining agreement] shall be as provided in sections 61 through 86, except as follows:

(a) The benefit multiplier shall be three percent (3%) for each year of creditable service for the first 20 years of service, and four percent (4%) for each year of creditable service after 20 years of creditable service.

(b) The normal retirement date shall be upon attainment of age 52 with five or more years of creditable service, or when the sum of a member's age plus years of creditable service equal 70 or more, provided the member has attained age 48.

(c) Final average monthly salary shall be based on the five (5) highest paid years prior to retirement or separation from employment.

(d) The cost of living adjustment shall be one and one-half percent (1.5%) annually.

(e) The maximum pension benefit shall be as provided in section 11-66(e) ~~85% of the member's pensionable Salary at separation from employment.~~

(f) A member shall be vested upon completion of five years of creditable service.

(g) The member contribution shall be ten and one-half percent (10.5%) of Salary.

Section 9. Conflicts and Severability.

(a) All Ordinances, and parts of ordinances, in conflict herewith shall be and the same, are hereby repealed.

(b) In the event any article, section, paragraph, sentence, clause, or phrase of this Ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall in no manner affect the other articles, sections, paragraphs, sentences, clauses or phrases of this Ordinance, which shall be and remain in full force and effect as fully as if the item so adjudged invalid or unconstitutional was not originally a part hereof.

Section 10. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of Miami Beach.

Section 11. Effective date. This Ordinance shall take effect ten days following adoption, except as otherwise specified herein.

PASSED and ADOPTED by the City Commission of the City of Miami Beach this _____ day of _____, 2016.

PHILIP LEVINE
MAYOR

ATTEST:

RAFAEL E. GRANADO
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 9/9/16

(Sponsored by Commissioner Joy Malakoff)