

**PENSION BOARD POLICIES
FIREFIGHTERS & POLICE OFFICERS
PENSION FUND OF THE CITY OF TAMPA**

Policy Number: 207
Policy: Return to Active Membership
Eff. Date: 05/28/91 04/13/93 01/25/94 06/06/95 02/25/97 12/15/98 07/11/00 11/18/04 06/24/10 03/24/11 07/28/11 02/25/15 09/23/15 02/22/23
Ref: Board Minutes

POLICY:

I. PURPOSE: The purpose of this policy is to:

- A. Specify the necessity and type of medical examination required of former member who returns to active duty after separation or an extended leave of absence, and
- B. Specify when a member may purchase past creditable pension service.

II. DEFINITIONS:

- A. Separation from service shall mean the member has terminated employment, voluntarily or involuntarily, with Tampa Fire Rescue or the Tampa Police Department.
- B. A member who has obtained a refund of employee contributions has terminated membership in the Fund.
- C. A member who has been discharged from employment and is not contesting the discharge through any lawfully available review process is deemed separated. A discharged member who is seeking legal review of a discharge remains a member during the review process, but any injury or illness incurred during this period shall not be considered service for the purposes of a disability retirement.
- D. A leave of absence, for the purposes of this Policy is the period of time when a member is not actively performing services in his/her respective department and is also unpaid. This Policy does not apply to paid leave.

III. PROCEDURES

A. Required Medical Examination Upon Readmission to the Fund

- 1. Any re-admitted member who was separated from service in an unpaid status for a period in excess of six (6) months shall be required to undergo the same medical exam as if the member was first employed. Such examinations shall be at the expense of the Fund. Any such re-admitted member shall execute all necessary releases of medical information promulgated by the Fund. The term "medical examination" shall include a psychological evaluation administered by the City and at the expense of the City.

2. Any readmitted member who had previously withdrawn contributions and seeks to purchase credit for prior service shall be responsible for bearing the full cost of the medical examination. The readmitted member shall have 12 months after re-employment to reimburse the Fund for the cost of the examination.
3. If the readmitted member is not continued in employment as a result of the medical examination, excluding the Medical Director's review of past medical records, the City shall reimburse the Fund for the cost of the examination. If the individual is not readmitted into the Fund within one year of passing the medical examination, excluding the Medical Director's review of past medical records, for any reason, the City shall reimburse the Fund for the cost of examination. For example, the individual does not accept the offer of employment or the City rescinds the offer of employment.
4. No rehired member who is retained by the City in a position covered by the Fund following the medical examination shall be denied admission to the Fund on the basis of any medical condition.
5. No rehired member who is restored to service under the provisions of any veterans' re-employment law, under the FMLA or comparable law, or who is ordered reinstated to employment by a court of competent jurisdiction or arbitrator with no suspension shall be required to undergo a medical examination.
6. Members on a paid leave of absence shall not be required to undergo a medical examination upon return to regular duty.

B. Applicable Pension Contract

1. A member who separates from service and is re-admitted to the Fund shall sign the pension contract in effect on the date of re-admission and begins payment of the member contribution rate in effect at that time. If that member purchases prior service credit, the member's last effective pension contract shall apply, unless the member elects any subsequent contract within 30 days of re-admission.
2. In the case of a member purchasing past service credit, no injury, illness, or disability incurred under the prior pension contract shall be deemed a pre-existing condition which would otherwise disqualify the member for disability benefits from the Fund.

C. Creditable Pension Service

1. Pursuant to Section 17 of the pension contract, no period of unpaid service shall be deemed creditable service. No period of time in which a longevity retiree was separated and in receipt of benefits shall be treated as creditable service. No period of time as a deferred retiree shall be deemed creditable service.
2. A disciplined member who is returned to service as result of a successful appeal of the discipline shall be entitled to creditable service for all such periods for which back pay is received. Any reinstatement with less than full pay shall only be treated as creditable service to the extent back pay is awarded. Any back pay awarded shall be subject to reduction by the amount of employee contributions which would have been paid but for the discipline. Employer contributions and interest on employee and employer contributions will be paid for by the City and included with the quarterly employer contribution match transfer to the Fund following the payment of the employee contributions.
3. A member who separated from service and withdrew the member contributions and is later re-hired in a position covered by the Fund shall have the option of being treated as a new member or purchasing the past service credit.
 - a. In the case of a member electing to repurchase prior service credit, the member shall execute such forms as required by the Fund, which shall constitute a legally binding agreement.
 - b. The Fund shall inform the member of the amount due, including interest from the date the contributions were withdrawn to the date of replacement at the Fund's assumed rate of investment return. Upon written or electronic notification to the member, the member shall have ninety (90) days to make the required payment. If the member fails to make the repayment within the required period, any amount repaid shall be returned without interest and no benefit shall include the prior service. No further opportunity to purchase prior service shall be granted.
4. A member who fails to complete the required payment within the prescribed time may only restore the prior service on the same basis as a member purchasing prior police or fire service, by paying the full actuarial cost, as prescribed in Policy 439.