

PROPOSED

HOUSE OF REPRESENTATIVES AMENDMENTS TO H.B. 2643

(Reference to printed bill)

1 Strike everything after the enacting clause and insert:

2 "Section 1. Title 38, Arizona Revised Statutes, is amended by adding  
3 chapter 6, to read:

4 CHAPTER 6

5 PUBLIC SAFETY SUPPLEMENTAL BENEFITS PLAN

6 ARTICLE 1. GENERAL PROVISIONS

7 38-961. Public safety officer; duty-related injury; supplemental  
8 benefits plan; definition

9 A. THIS STATE OR A POLITICAL SUBDIVISION OF THIS STATE THAT EMPLOYS A  
10 PUBLIC SAFETY EMPLOYEE ON A FULL-TIME BASIS SHALL ESTABLISH A SUPPLEMENTAL  
11 BENEFITS PLAN FOR A PUBLIC SAFETY EMPLOYEE WHO IS INJURED WHILE ON DUTY TO  
12 THE EXTENT THAT THE PUBLIC SAFETY EMPLOYEE CANNOT PERFORM THE FUNCTIONS OF  
13 THE POSITION. TO BECOME ELIGIBLE FOR THE SUPPLEMENTAL BENEFITS PLAN, THE  
14 PUBLIC SAFETY EMPLOYEE MUST BE RECEIVING WORKERS' COMPENSATION BENEFITS  
15 PURSUANT TO TITLE 23, CHAPTER 6. THIS STATE OR A POLITICAL SUBDIVISION OF  
16 THIS STATE SHALL DESIGN THE SUPPLEMENTAL BENEFITS PLAN SO THAT WITH THE  
17 ADDITION OF OTHER BENEFITS BEING PAID BY THE WORKER'S COMPENSATION FUND TO  
18 THE PUBLIC SAFETY EMPLOYEE THE PUBLIC SAFETY EMPLOYEE WILL RECEIVE  
19 APPROXIMATELY THE IDENTICAL BASE SALARY LESS THE AMOUNT OF TAXES THE PUBLIC  
20 SAFETY EMPLOYEE WAS PAYING.

21 B. IF A PUBLIC SAFETY EMPLOYEE IS ACCEPTED INTO THE SUPPLEMENTAL  
22 BENEFITS PLAN, THE PUBLIC SAFETY EMPLOYEE'S EMPLOYER SHALL CONTINUE TO PAY  
23 THE EMPLOYER PORTION OF THE HEALTH CARE BENEFITS THAT WERE BEING PAID TO THE  
24 PUBLIC SAFETY EMPLOYEE ON THE DATE OF THE EMPLOYEE'S INJURY.

25 C. IF A PUBLIC SAFETY EMPLOYEE IS ACCEPTED INTO THE SUPPLEMENTAL  
26 BENEFITS PLAN, THE PUBLIC SAFETY EMPLOYEE'S EMPLOYER SHALL PAY THE EMPLOYEE  
27 CONTRIBUTION TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM OR CORRECTIONS  
28 OFFICER RETIREMENT PLAN, AS APPLICABLE, AND SHALL CONTINUE TO PAY THE

1 EMPLOYER CONTRIBUTION TO THE RESPECTIVE RETIREMENT SYSTEM OR PLAN. THE  
2 PUBLIC SAFETY EMPLOYEE IS ENTITLED TO ACCRUE CREDITED SERVICE FOR THE PERIOD  
3 OF TIME ENROLLED IN THE SUPPLEMENTAL BENEFITS PLAN.

4 D. A PUBLIC SAFETY EMPLOYEE WHO IS ELIGIBLE FOR THE SUPPLEMENTAL  
5 BENEFITS PLAN SHALL APPLY FOR BENEFITS TO THIS STATE OR A POLITICAL  
6 SUBDIVISION OF THIS STATE. THIS STATE OR A POLITICAL SUBDIVISION OF THIS  
7 STATE, ON AN INDIVIDUAL BASIS, SHALL DETERMINE IF THE PUBLIC SAFETY EMPLOYEE  
8 IS ENTITLED TO THE BENEFITS IN THE PLAN. THIS STATE OR A POLITICAL  
9 SUBDIVISION OF THIS STATE MAY ESTABLISH INJURY STANDARDS FOR ELIGIBILITY INTO  
10 THE PLAN THAT MAY INCLUDE THE EXCLUSION OF A PUBLIC SAFETY EMPLOYEE WHOSE  
11 INJURY IS A RESULT OF THE PUBLIC SAFETY EMPLOYEE'S GROSS NEGLIGENCE, OR ANY  
12 OTHER CONDITION THAT THIS STATE OR THE POLITICAL SUBDIVISION CHOOSES TO  
13 CONSIDER WITHIN THE PLAN.

14 E. A PUBLIC SAFETY EMPLOYEE WHO IS ACCEPTED INTO THE PLAN SHALL COMPLY  
15 WITH ALL RISK MANAGEMENT REQUIREMENTS, INCLUDING EVALUATION FOR LIGHT DUTY  
16 OPTIONS AND REHABILITATION PROGRAMS. IF A PUBLIC SAFETY EMPLOYEE FAILS TO  
17 COMPLY WITH RISK MANAGEMENT DECISIONS, THE PUBLIC SAFETY EMPLOYEE'S  
18 PARTICIPATION IN THE SUPPLEMENTAL BENEFITS PLAN WILL BE TERMINATED. THE  
19 PUBLIC SAFETY EMPLOYEE WHO IS ACCEPTED INTO THE PLAN IS RESPONSIBLE FOR THE  
20 PUBLIC SAFETY EMPLOYEE'S PORTION OF THE HEALTH CARE BENEFIT COSTS THE PUBLIC  
21 SAFETY EMPLOYEE WAS PAYING ON THE DATE OF THE INJURY. THE PUBLIC SAFETY  
22 EMPLOYEE REMAINS RESPONSIBLE FOR ANY ELECTIVE HEALTH CARE PLAN DEDUCTIONS,  
23 HEALTH RELATED OPTIONAL DEDUCTIONS OR OPTIONAL LIFE INSURANCE DEDUCTIONS.

24 F. IF A PUBLIC SAFETY EMPLOYEE IS ACCEPTED INTO THE SUPPLEMENTAL  
25 BENEFITS PLAN, THE PUBLIC SAFETY EMPLOYEE SHALL NOT ACCRUE ANY ADDITIONAL  
26 SICK OR ANNUAL LEAVE AND ANY SICK OR ANNUAL LEAVE AMOUNT ON THE PUBLIC SAFETY  
27 EMPLOYEE'S ACCOUNT SHALL NOT BE DECREASED WHILE THE PUBLIC SAFETY EMPLOYEE IS  
28 PARTICIPATING IN THE PLAN.

29 G. A PUBLIC SAFETY EMPLOYEE WHO IS ACCEPTED INTO THE SUPPLEMENTAL  
30 BENEFITS PLAN IS NOT PRECLUDED FROM DISCIPLINARY ACTION, INCLUDING  
31 TERMINATION OF EMPLOYMENT, PURSUANT TO CHAPTER 8 OF THIS TITLE OR ANY  
32 AGREEMENTS THAT SUPPLANT, REVISE OR OTHERWISE ALTER THE PROVISIONS OF THIS

1 TITLE, INCLUDING PREEXISTING AGREEMENTS BETWEEN THE EMPLOYER AND THE PUBLIC  
2 SAFETY EMPLOYEE'S LAWFUL REPRESENTATIVE ASSOCIATION.

3 H. THIS SECTION SHALL NOT SUPERSEDE ANY PLAN OR POLICY THAT PROVIDES A  
4 GREATER BENEFIT BEING OFFERED BY THIS STATE OR A POLITICAL SUBDIVISION OF  
5 THIS STATE TO A PUBLIC SAFETY EMPLOYEE WHO IS INJURED WHILE ON DUTY. THIS  
6 STATE OR A POLITICAL SUBDIVISION OF THIS STATE SHALL OFFER THE SUPPLEMENTAL  
7 BENEFITS PLAN FOR AN INITIAL SIX-MONTH PERIOD. THIS STATE OR THE POLITICAL  
8 SUBDIVISION MAY DETERMINE IF THE PLAN SHALL BE EXTENDED, ON AN INDIVIDUAL  
9 BASIS, AN ADDITIONAL SIX MONTHS, FOR A MAXIMUM OF ONE YEAR.

10 I. FOR THE PURPOSES OF THIS SECTION, "PUBLIC SAFETY EMPLOYEE" MEANS AN  
11 INDIVIDUAL WHO IS A MEMBER OF THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM  
12 OR THE CORRECTIONS OFFICER RETIREMENT PLAN.

13 Sec. 2. Delayed repeal

14 Title 38, chapter 6, Arizona Revised Statutes, as added by this act, is  
15 repealed from and after September 30, 2014."

16 Amend title to conform

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02/09/2012  
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