

**CITY OF ST. PETERSBURG**

**1984 SUPPLEMENTAL POLICE OFFICER'S  
RETIREMENT SYSTEM**

**SUMMARY PLAN DESCRIPTION**



**Plan Year 2018**

**DO YOU KNOW WHO YOUR BENEFICIARY IS? Is your beneficiary designation current? You may update your beneficiary information at any time prior to retirement by logging on to Oracle Self-Service and updating your record.**

## TABLE OF CONTENTS

<b>TITLE</b>	<b>PAGE</b>
INTRODUCTION TO THE 1984 SUPPLEMENT POLICE OFFICER'S RETIREMENT SYSTEM.....	1
GENERAL INFORMATION ABOUT YOUR PLAN .....	2
HOW IS THE PLAN FUNDED? .....	4
WHEN AM DO I JOIN THE PLAN? .....	4
HOW DO I EARN SERVICE IN THE PLAN? .....	5
WHAT IF I LEAVE EMPLOYMENT AND THEN COME BACK TO WORK? .....	5
WHAT IF I LEAVE WITH LESS THAN TEN YEARS OF SERVICE? .....	6
WHEN CAN I RETIRE? .....	6
WHAT IS MY NORMAL RETIREMENT BENEFIT?.....	6
WHAT IS THE DROP AND HOW DOES IT WORK? .....	9
WHAT IF I BECOME DISABLED? .....	9
HOW DOES THE PLAN PROVIDE FOR MY BENEFICIARY?.....	10
WHAT IF I LEAVE BEFORE RETIREMENT? .....	12
HOW IS MY BENEFIT PAID? .....	12
CAN I CHANGE MY BENEFICIARY DESIGNATION AFTER I RETIRE? .....	13
CAN I CHANGE MY FORM OF PAYMENT AFTER I RETIRE? .....	14
DOES THE PLAN PROVIDE A COST OF LIVING ADJUSTMENT?.....	14
IMPORTANT NOTICE.....	14
WHAT DO I NEED TO DO?.....	15
CLAIMS AND PROCEDURES.....	15
ACTUARIAL INFORMATION .....	17
ADDENDUM A – DISABILITY CLAIMS PROCEDURES.....	199
ADDENDUM B – WORKERS COMPENSATION OFFSET .....	255
IMPORTANT NOTICE ABOUT BENEFICIARIES .....	288

## **INTRODUCTION TO THE 1984 SUPPLEMENT POLICE OFFICER'S RETIREMENT SYSTEM**

The City of St. Petersburg ('the City') sponsors a defined benefit pension plan, the 1984 Supplemental Police Officer's Retirement System of the City ('Retirement System' or 'Plan'), to reward eligible employees for long and loyal service by providing them with a benefit at retirement. The benefit is based on your years of Credited Service, Earnings Base and age at retirement. Contributions to fund the Plan are made by members, by the City and by the State and are deposited into a separate trust fund maintained solely to provide benefits to members. The Pension Board of the 1984 Supplemental Police Officer's Retirement System establishes the trust fund investment guidelines in accordance with Florida State Statute 112.661, retains the services of professional consultants and investment managers and monitors the performance of the fund.

This Summary Plan Description is a brief description of the Plan provisions, your rights, obligations, and benefits under the Plan, and has been written in non-technical terms. The provisions of the Plan may only be accurately determined by reading the actual Plan document. A copy of the Plan document is on file at the City's Pension Division or can be accessed on line at [www.stpete.org/council/index.php](http://www.stpete.org/council/index.php) (click 'City Charter and Code of Ordinances' then click 'Chapter 22', then, 'Article IV', and then 'Division 6'). Other documents pertaining to the Plan can be found at

[www.stpete.org/city\\_departments/human\\_resources/pension\\_division.php](http://www.stpete.org/city_departments/human_resources/pension_division.php).

This Summary Plan Description is not meant to interpret, extend, or change the provisions of the Plan in any way. If you have any questions regarding the Plan document or this Summary Plan Description contact the Plan Administrator. In the event of any discrepancy between this Summary Plan Description and the Plan document, the Plan document shall govern.

**Review this Summary Plan Description and retain it for future reference.**

## **GENERAL INFORMATION ABOUT YOUR PLAN**

### **Name of Plan**

1984 Supplemental Police Officer's Retirement System of the City

### **Employer**

City of St. Petersburg

### **Plan Administrator**

Pension Board of the Retirement System ('Pension Board' or 'Board')

One Fourth Street North, 4<sup>th</sup> Floor, St. Petersburg, FL 33701

### **Current Trustees of the Police Board**

Chave "Steve" Aspinnall, Chairman- elected by other Trustees

Joe Zeoli, Vice-Chair/Secretary, appointed by City Council

Shannon Halstead, employee elected

Patrice Hubbard, employee elected

Michael Jefferis - appointed by City Council

### **Trustee**

Plan Administrator

### **Designated Agent for Service of Legal Process**

Plan Administrator

### **Type of Administration**

The Plan Administrator is responsible for the overall administration of the Plan and has discretionary authority to interpret the terms of the Plan and make determinations on questions which may affect your eligibility for benefits. The Plan Administrator may also retain the services of attorneys, accountants, actuaries, investment advisors and other professionals.

The Pension Division assists the Plan Administrator by handling the day-to-day activities involved in administering the plan for employees, retirees and beneficiaries.

### **Plan Year**

Each 12-month period beginning on October 1 and ending on September 30. The Plan's fiscal records are maintained on this basis.

## **Pension Office**

City of St. Petersburg  
Pension Division  
One Fourth Street North, 4<sup>th</sup> Floor  
St. Petersburg, FL 33701  
Monday through Friday, 8:00 a.m. – 5:00 p.m.

You may contact the Pension Division at (727) 893-7491 or via email at Pension@stptete.org

## **Relevant Provisions of Local and State Laws**

The Plan is set forth in:

City Ordinance No. 708-F.

The most recent amendment to the Plan, which is reflected in this Summary Plan Description is Ordinance No. 217-H.

The Plan is also governed by certain provisions of Part VII, Chapter 112, Florida Statutes (F.S.) Chapter 185, and various state and federal laws.

## **Relevant Provisions of Collective Bargaining Agreements**

Certain employees covered by the Plan are members of the following collective bargaining units:

Suncoast Police Benevolent Association, Inc. (PBA) for Police Officers and Technicians  
Suncoast Police Benevolent Association, Inc. (PBA) for Sergeants and Lieutenants

Article 26 of the agreement refers to the Plan.

## **Designated Beneficiary**

The person (or persons) chosen by the Member to receive any benefits payable upon death of the Member.

## **HOW IS THE PLAN FUNDED?**

The Plan is financed by contributions that are paid into the trust fund and by earnings generated by the investments of the trust fund. Contributions to the trust fund are made by:

### **You**

Your contribution rate is 7% of your Earnable Compensation. (See the 'What Is The Normal Retirement Benefit?' section for the definition of Earnable Compensation). Your contribution will cease upon your retirement, death, employment termination, or entry into the Deferred Retirement Option Plan (DROP).

You may request to waive future contributions after your accrued benefit equals 60% of pay. Your Earnings Base will be frozen as of that date.

### **State of Florida**

Funds may be received each year from the State pursuant to F.S. 185.

### **The City of St. Petersburg**

The City must contribute an amount determined by the Plan's actuary to be sufficient, along with member contributions, investment earnings, and any State contribution, to fund the benefits under the Plan. The City's contribution will vary from year to year depending on the experience of the Plan. (See the 'Pension Income and Expense' page of this document for the amounts paid by the City for the last two years.)

## **WHEN DO I JOIN THE PLAN?**

You join the Plan on the date you become a regularly employed sworn police officer of the City. You may not be allowed to be a member if you are receiving benefit payments from any other retirement system sponsored wholly or in part by the City.

Non-sworn employees may not become members of the Plan.

## HOW DO I EARN SERVICE IN THE PLAN?

Credited Service is the length of full-time employment as a sworn officer with the City from your date of enrollment in the Plan until your date of termination of employment or retirement or entry into the DROP. Vacations and other paid leaves of absence are included in the calculation of credited service. If you return to work after receiving a Service-Connected disability pension the time while you were on disability will be included. Unpaid time including, but not limited to, leaves of absence and unpaid time due to disciplinary reasons are not included.

Credited Service is used 1) to determine whether you are eligible for certain benefits; 2) to determine whether you are vested; and 3) to calculate the amount of your pension benefit.

## WHAT IF I LEAVE EMPLOYMENT AND THEN COME BACK TO WORK?

### **Break in Service**

If you terminate employment or have unpaid time off and later return to work, you have had a break in service. Your prior service may be reinstated in certain circumstances. Contact the Plan Administrator if you have specific questions regarding the reinstatement of service. Layoffs and time while on Non-Service Connected disability pension will not be counted as Credited Service if you return to work.

### **Military Service**

If you take a leave of absence from the City to enter the military, and then after your discharge from the military, return to work for the City (within the deadlines set forth in applicable State and Federal laws), your period of military leave may be included in determining your Credited Service. Contact the Plan Administrator with specific questions.

### **Educational Leave of Absence**

1. Service for an educational leave of absence may be granted by the Pension Board if:
  - A. The leave of absence has been approved by the Police Chief and was granted specifically to allow you to pursue a degree which would enhance your law enforcement duties. You must have completed 3 years of service before requesting the leave of absence.
  - B. You apply for reinstatement within 30 days of completing your studies, and you are available for immediate return to duty.
  - C. You remain in employment for 3 years (or the length of your educational leave, if longer).
  - D. After the waiting period in 1(C), within 60 days you must request permission from the Board if you want to purchase service credit for the time you were on the

leave. You may purchase a maximum of 36 months of educational leave during your entire time in the Retirement System.

## **WHAT IF I LEAVE WITH LESS THAN TEN YEARS OF SERVICE?**

If you terminate employment before completing ten years of service, you will be entitled to a refund of your contributions, without interest. If you are later reemployed as a police officer and you pay back any amounts you have been refunded, plus interest, in accordance with the prescribed procedures of the Pension Board, you will receive credit for your prior service.

If you leave employment before completing ten years of service, you have the option to leave your contributions in the Plan for a period of up to five years, pending the possibility of being rehired, without losing credit for previous service. If you are not reemployed within five years of leaving employment and you have not accrued a vested benefit (see the section ‘What If I Leave Before Retirement?’), your contributions will be returned to you without interest.

## **WHEN CAN I RETIRE?**

### **Normal Retirement**

The Normal Retirement Date is the earliest date when unreduced retirement benefits may be paid.

Your Normal Retirement Date is the earlier of 1) the date when you reach age 55; or, 2) the date you complete 25 years of Credited Service. If you remain employed beyond your Normal Retirement Date and do not enter the DROP, benefits will continue to accrue until the date you retire but may not exceed 100% of your Earnings Base.

### **Early Retirement**

Early retirement eligibility occurs at age 50 with 10 years credited service.

## **WHAT IS MY NORMAL RETIREMENT BENEFIT?**

### **Normal Retirement Benefit**

The monthly benefit that you will receive if you continue in employment until your Normal Retirement Date is called your Normal Retirement Benefit.

The amount of your Normal Retirement Benefit is based on the following:

- Your Earnable Compensation – This includes base pay plus educational incentive pay, shift differential pay, acting supervisor pay, and certain overtime hours\* Earnable Compensation does not include payments for extra duty or a special detail for work performed on behalf of a second party employer during off duty hours.
- Your Earnings Base - This is the monthly average of your Earnable Compensation during your final three years of Credited Service. However, if you waived member contributions when your accrued benefit equaled 60%, your Earnings Base will be determined using the last three years prior to the date the waiver was effective.
- Your Credited Service at your Normal Retirement Date

For fiscal years beginning 10/1/2014 – up to 120 hours per fiscal year

The calculation of your Normal Retirement Benefit is calculated using a formula. The formula uses your years and partial years of Credited Service multiplied by 3.0%, and then multiplied by your Earnings Base.

For example, if your Earnings Base at your Normal Retirement Date of July 1, 2019 is equal to \$ 6,000, and you began work on July 1, 1994 your benefit would be calculated as follows:

<b>CALCULATION OF MONTHLY NORMAL RETIREMENT BENEFIT</b>	
<b>Accrual Period</b>	7/1/1994 to 7/1/2019
<b>Accrual Rate (A)</b>	3.0%
<b>Credited Service (B)</b>	25 years
<b>Percent of Earnings Base (C = A * B)</b>	3.0% x 25 = 75%
<b>Earnings Base (D)</b>	\$6,000
<b>Monthly Normal Retirement Benefit (E = C * D)</b>	75% x \$6,000 = \$4,500

Your benefits from this plan are paid in addition to any benefits you may receive from Social Security.

### **Accrued Pension Benefit**

The portion of your Normal Retirement Benefit that you have earned at any point in time is called your Accrued Pension Benefit. Your Accrued Pension Benefit is computed using the formula shown above except your Earnings Base and Credited Service are determined as of the date of the calculation.

### **Early Retirement Benefit**

The amount of your monthly Early Retirement Benefit is calculated the same as the Normal Retirement Benefit. However, a 3% per year reduction (prorated monthly) is applied for the period between your age at retirement and age 55.

For example, if your Earnings Base at your Early Retirement Date of July 1, 2019 is equal to \$5,000, and you began work on July 1, 1999, and you are 52 years and 6 months of age, your benefit would be calculated as follows:

<b>CALCULATION OF MONTHLY EARLY RETIREMENT BENEFIT</b>	
<b>Accrual Period</b>	7/1/1999 to 7/1/2019
<b>Accrual Rate (A)</b>	3.0%
<b>Credited Service (B)</b>	20 years
<b>Percent of Earnings Base (C = A * B)</b>	3.0% x 20 = 60%
<b>Earnings Base (D)</b>	\$5,000
<b>Unreduced Benefit (E = C * D)</b>	60% x \$5,000 = \$3,000
<b>Reduction for Years Before Age 55 (F)</b>	3% x 2.5 years = 7.5% 100% - 7.5% = 92.5%
<b>Monthly Normal Retirement Benefit (G = E * F)</b>	\$3,000 x 92.5% = \$2,775

## **WHAT IS THE DROP AND HOW DOES IT WORK?**

If you become eligible for Normal Retirement and are still employed by the City as a police officer, you have the option of “retiring” from the Plan by joining the Deferred Retirement Option Plan (‘DROP’). Your employment as a police officer may continue for up to seven additional years. However, the total pre and post DROP entry service cannot exceed 32 years.

You must request, in writing, to enter the DROP. Participation in the DROP is voluntary and is not a contract for, or a guarantee of employment. Nothing within the DROP should be construed to alter an employee’s classification status.

Upon entering the DROP, your retirement benefit is calculated as of your DROP entry date. Each monthly pension payment is deposited into an individual account administered by a Third-Party Administrator (‘TPA’). The current TPA is ICMA-RC. You direct the investment of your DROP account choosing from various investment options. You will be solely responsible for your investment choices. Any losses, changes or expenses in your DROP account incurred as a result of the options selected by you will not be made up by the Plan, the Pension Board or the City.

At the end of your DROP period you must separate from City employment. You may separate from City employment any time before the end of the DROP period for any reason, whether voluntary or involuntary.

When your DROP participation ends you will begin receiving your monthly retirement benefit from the Plan and you may take distributions from your DROP account.

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 into the DROP and you pay no further member contributions to the Plan. If you die while you have a balance in your DROP account, your DROP beneficiary will be able to choose from the available payout options.

## **WHAT IF I BECOME DISABLED?**

If you become totally and permanently disabled, you may be eligible for a disability benefit as described below. A Disability Retirement Application must be filed with the Pension Division while you are actively employed. The Pension Board determines if you are eligible for a disability benefit in accordance with the terms of the Plan and the Board’s procedures. Disability Claim Procedures are set forth in the Resolution contained in Addendum A of this document.

Per the Florida Statutes and the Plan, a police officer will not be entitled to receive any disability retirement income if the disability is a result of:

- A. Excessive and habitual use by the police officer of drugs, intoxicants or narcotics;

- B. Injury or disease sustained by the police officer while willfully and illegally participating in fights, riots, civil insurrections or while committing a crime;
- C. Injury or disease sustained by the police officer while serving in any armed forces;
- D. Injury or disease sustained by the police officer after employment has terminated;
- E. Injury or disease sustained by the police officer while working for anyone other than the city and arising out of such employment.

### **Service-Connected Disability**

If you are found to be disabled by the Pension Board due to a service connected event or events, the amount of your benefit will be the greater of 1) 60% of your Earnings Base or; 2) your Accrued Pension Benefit as of your disability retirement date.

The benefit may be reduced by amounts payable under Worker's Compensation or similar law in accordance with the Pension Board's procedures (see Addendum B). You may elect to receive payments in the Normal Form of Retirement Benefit or you may elect an actuarially adjusted optional form of retirement (see the section 'How Is My Benefit Paid?'). The disability benefit is payable until you recover from your disability or you die.

### **Non-Service Connected Disability**

If you are found to be disabled by the Pension Board due to a non-service connected event or events, the amount of your benefit will be the greater of 1) 25% of your Earnings Base or; 2) your Accrued Pension Benefit as of your disability retirement date. You may elect to receive payments in the Normal Form of Retirement Benefit or elect an actuarially adjusted optional form of retirement (see the section 'How Is My Benefit Paid?').

Additionally, you will receive 7.5% of your Earnings Base for each of your unmarried children under the age of 18. This amount is payable until the child reaches age 18 or marries, whichever is earlier. The disability benefit is payable until you recover from your disability or you die.

## **HOW DOES THE PLAN PROVIDE FOR MY BENEFICIARY?**

### **Employee Death Before Retirement - Service Connected**

If you lose your life in the performance of, or as a direct result of your duties, your Designated Beneficiary may receive a survivor benefit. The benefit is calculated as of the date of death and is based on the greater of 1) 60% of your Earnings Base or; 2) your Accrued Pension Benefit.

Your Designated Beneficiary will be eligible to choose the survivor's portion of an actuarially equivalent optional form of retirement benefit.

In addition, a child benefit equal to 7.5% of your Earnings Base will be provided for each of your unmarried children under the age of 18. This amount is payable until the child reaches age 18 or marries, whichever is earlier. The total of all survivor and child benefits may not exceed your retirement benefit accrued as of your date of death.

#### **Employee Death Before Retirement - Non-Service Connected**

If you die while actively employed not as a result of your duties, your Designated Beneficiary may receive a benefit. The benefit will be calculated as of the date of death and will be the greater of 1) 25% of your Earnings Base or; 2) your Accrued Pension Benefit.

Your Designated Beneficiary will be eligible to choose the survivor's portion of an actuarially equivalent optional form of retirement benefit.

In addition, a child benefit equal to 7.5% of your Earnings Base will be provided for each of your unmarried children under the age of 18. This amount is payable until the child reaches age 18 or marries, whichever is earlier. The total of all survivor and child benefits may not exceed your retirement benefit accrued as of your date of death.

#### **Death of Member Separated from Active Service With at Least 20 Years of Service, But Not Yet Receiving Benefits.**

If you should die after you have separated from active service but have not started receiving your benefits, your beneficiary may receive a benefit. Your Designated Beneficiary will be eligible to choose the survivor's portion of an actuarially equivalent option form of retirement benefit.

In addition, a child benefit equal to 7.5% of your Earnings Base will be provided for each of your unmarried children under the age of 18. This amount is payable until the child reaches age 18 or marries, whichever is earlier. The total of all survivor and child benefits may not exceed your retirement benefit accrued as of your date of death.

#### **Death of Member Separated from Active Service with a Vested Retirement Benefit But Not Yet Receiving Benefits.**

If you should die after you have separated from active service with a Vested Retirement Benefit but have not started receiving your benefits, your Designated Beneficiary may receive a benefit. Your Designated Beneficiary will be eligible to choose the survivor's portion of an actuarially equivalent option form of retirement benefit. This benefit is payable at the time you would have attained age 55.

## WHAT IF I LEAVE BEFORE RETIREMENT?

If you voluntarily leave employment or are discharged from employment, other than by reason of retirement, disability or death and you do not take a refund of your contributions, you may be entitled to a Vested Retirement Benefit. This benefit is equal to your Accrued Pension Benefit as of your date of separation multiplied by your Vested Interest.

Vesting Schedule	
Completed Years of Credited Service	Vested Interest
Less than 7	0%
7	20
8	28
9	36
10	100

Your Vested Retirement Benefit is payable beginning at age 55. You may elect to receive your benefit as described in the section ‘How Is My Benefit Paid?’. If you receive a refund of your contributions in lieu of a Vested Retirement Benefit, no future benefits are payable from the Plan.

## HOW IS MY BENEFIT PAID?

All benefits are paid monthly on the last business day of the month.

In lieu of the Normal Form, you may choose among the options described below. You may revoke any such election and make a new election at any time before your benefits begin. You must make such an election by written request to the Plan Administrator and such an election shall be subject to the approval of the Plan Administrator. Note: In some cases, due to Internal Revenue Service regulations, not all the optional forms may be available. Contact the Pension Division for more information.

### **Normal Form**

Unless you elect otherwise before retirement, your pension is payable as a **Life Annuity**. This is a series of monthly payments for your life after which all payments will stop.

## **Optional Forms**

If you choose one of the following payment options your monthly benefit will be actuarially reduced to be equivalent to the Normal Form of payment. Actuarial adjustments are based on your age and your Designated Beneficiary's age (if applicable) as of the date your benefits begin.

### **Option 1: Ten Year Certain and Life Thereafter Annuity**

You may elect to receive a retirement benefit with 120 monthly payments (10 years) guaranteed. If you die before receiving 120 payments, the payments will continue until the remaining number of guaranteed payments have been made to your Designated Beneficiary. If you live longer than 10 years, payments are continued for the rest of your life, ceasing upon your death.

### **Option 2: 100% Joint and Survivor**

You may elect to receive an adjusted monthly retirement benefit during your lifetime and have 100% of such adjusted retirement benefit continued after your death to your Designated Beneficiary for the duration of their lifetime.

### **Option 3: 66 2/3% Joint and Survivor**

You may elect to receive an adjusted monthly retirement benefit during your lifetime and have two-thirds of such adjusted retirement benefit continued after your death to your Designated Beneficiary for the duration of their lifetime.

### **Option 4: 50% Joint and Survivor**

You may elect to receive an adjusted monthly retirement benefit during your lifetime and have 50% of such adjusted retirement benefit continued after your death to your Designated Beneficiary for the duration of their lifetime.

## **CAN I CHANGE MY BENEFICIARY DESIGNATION AFTER I RETIRE?**

If you chose Option 1 above, you may change your beneficiary as many times as you wish until you have received 120 payments. Once the 10-year period is over no payments will be made to any beneficiary after your death.

If you chose Option 2, 3 or 4 above you may change your Designated Beneficiary a maximum of two times after you retire. Changing your beneficiary will require your benefit to be recalculated and may result in a different monthly amount payable to you. Certain forms and fees are required. Contact the Pension Division for more details.

## **CAN I CHANGE MY FORM OF PAYMENT AFTER I RETIRE?**

No, you may not change your form of payment after your payments begin.

## **DOES THE PLAN PROVIDE A COST OF LIVING ADJUSTMENT?**

The Plan provides that an annual Cost of Living Adjustment (COLA) may be paid each October. The COLA will be applied to each pension where the member in whose name the pension account was originally established has or would have attained age sixty (60) prior to October 1.

The COLA will equal the annual percentage increase in the Consumer Price Index (CPI) for the preceding fiscal year (October 1 to September 30) or two (2) percent, whichever is less. If the CPI for the preceding year is zero percent or a negative amount, no cost-of-living increase will be payable.

## **IMPORTANT NOTICE**

There are certain circumstances which may result in the disqualification, ineligibility, denial, loss, forfeiture, suspension or deferral of your benefits in the Plan. The following is a list of these circumstances:

1. If you separate employment before reaching the Normal Retirement Date and you do not have enough Credited Service to have earned an Early or Vested Pension Benefit, no future monthly benefit will be payable. If you do not request a refund within 5 years of separation, your contributions will automatically be refunded without interest.
2. Your retirement benefit will not be payable until you terminate employment, even if you continue to work beyond the Normal Retirement Date.
3. In the event that this Plan terminates, and the available Plan assets are less than the value of all Accrued Pension Benefits, your Accrued Pension Benefit may be reduced.
4. Your Accrued Pension Benefit may be forfeited if you are convicted of certain felonies as provided by State law (F.S. 112.3173).
5. Your benefits may be subject to an Income Deduction Order relating to child support or alimony made pursuant to a state domestic relations law.
6. Amount of benefits are limited as specified by State Law (F.S. 112.65).
7. Should any change or error in the records, calculations, or interpretations of the Plan provisions be discovered which results in a member or beneficiary receiving from the Retirement System more or less than such member would have been

entitled to receive had the records, calculation or interpretation been correct, the Board shall have the power to correct the error and, as far as possible, to adjust the payments in such a manner that the actuarial equivalent of the benefit to which the member or beneficiary was correctly entitled shall be paid.

## **WHAT DO I NEED TO DO?**

1. Retain this Summary Plan Description with your other important papers for later reference.
2. Upon completing eligibility requirements, designate a beneficiary using Oracle Self Service and keep it current.
3. Arrange an appointment to meet with a Pension Division representative 30-60 days prior to the date you intend to retire from employment or enter the DROP to complete the necessary forms.
4. If you terminate employment, check to see if you are entitled to a benefit and the date payments would begin. Maintain a current address with the Pension Division.

## **CLAIMS AND PROCEDURES**

### **Claim Procedures**

Claims for benefits under the Plan must be filed in writing with the Plan Administrator. If you are eligible for any benefits from this Plan, you will be provided with a notification form showing the amount of your benefit and options, if any, and the earliest date on which such benefit is payable.

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator shall furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time after the receipt of your claim by the Plan Administrator. The written notice must contain the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to those Plan provisions on which the denial is based;
3. A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if you or your Designated Beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim shall be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

### **Claims Review Procedure**

1. Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.
2. You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits.
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
4. Your claim for review must be given a full and fair review. The Plan Administrator must provide you with written notice of their decision within 60 days after the Plan Administrator's receipt of your written claim for review. There may be times when this 60-day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60-day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your claim for review.
5. The Plan Administrator's decision shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based. If a written decision is not furnished to you within the time limitations described above, your claim shall be deemed denied.
6. For claim procedures related to disabilities, refer to Addendum A, Policy and Procedures for Disability Retirement Applications and Hearings.

**ACTUARIAL INFORMATION**  
**PRIOR AND SUPPLEMENTAL PLANS COMBINED**

	<b>As of October 1<sup>st</sup></b>	
	<b>2016</b>	<b>2017</b>
<b>Number of Members of the Plan</b>		
Active Employees	465	465
Those Receiving or Due to Receive Benefits	718	734
Annual Payroll of Active Members	\$35,120,540	\$37,008,733
Annual Rate of Benefits in Pay Status	\$26,871,033	\$ 26,231,492
Total Projected Benefits	\$487,117,961	\$512,050,064
Benefits Accumulated to Date	\$427,498,227	\$447,871,545
Net Assets Available for Benefits (Market Value)	\$378,349,695	\$407,447,329
Required Contributions to be Made to the Plan	\$11,424,878	\$13,104,417
Estimated City Contribution	\$7,315,889	\$8,843,831
Estimated State Contribution	\$ 1,677,009	\$ 1,677,009
Estimated Employee Contribution	\$2,431,980	\$2,583,577
Required Contribution as % of Annual Valuation Payroll	20.8%	34.8%
Required Contribution to be Paid During Year Ending	9/30/2018	9/30/2019

**PENSION FUND INCOME AND EXPENSE**  
**PRIOR AND SUPPLEMENTAL PLANS COMBINED**

	Year Ending 09/30/16	Year Ending 09/30/17
<b>Market Value at Beginning of Period</b>	<b>\$363,964,270</b>	<b>\$378,349,695</b>
<b>Adjustment Due to Audit</b>	\$ 0	\$ 0
<b>Income</b>		
Member Contributions	\$2,191,317	\$2,413,249
Employer Contributions	\$7,770,299	\$7,562,663
State Contributions	\$1,897,530	\$1,969,105
Investment Earnings, Net of Expenses	\$29,460,032	\$45,068,947
Other Income	0	0
Total Income	<u>\$41,319,173</u>	<u>\$57,013,964</u>
<b>Expenses</b>		
Benefit Payments, DROP Payments, & Refunds	\$26,871,033	\$27,882,614
Administrative Expenses	\$62,715	\$33,716
Total Expenses	<u>\$26,933,748</u>	<u>\$27,916,330</u>
<b>Net Increase During Period</b>	\$14,385,425	\$29,097,634
<b>Market Value at End of Period</b>	<b>\$378,349,695</b>	<b>\$407,447,329</b>

## **ADDENDUM A**

### **A RESOLUTION BY THE BOARD OF TRUSTEES OF THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM OF THE CITY OF ST. PETERSBURG, FLORIDA ESTABLISHING POLICY AND PROCEDURES FOR DISABILITY RETIREMENT APPLICATIONS AND HEARINGS**

WHEREAS, the Board of Trustees ("Board") of the 1984 Supplemental Police Officer's Retirement System ("Plan") is charged with the duty of hearing, considering and acting upon applications for disability-related retirement; and

WHEREAS, The Board is desirous of establishing procedures to govern all interested parties in the making, processing, and consideration of such applications;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM OF THE CITY OF ST. PETERSBURG, FLORIDA:

That the following procedures are adopted and shall govern the making, processing and consideration of all applications hereinafter made for disability-related retirements by members of the Plan:

### **1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM CITY OF ST. PETERSBURG**

#### **DISABILITY CLAIM PROCEDURES**

##### **I. DISABILITY RETIREMENT APPLICATION**

- A. An application for disability retirement benefits shall be made by a member in service in writing on forms provided by the Board of Trustees ("Board") in the Pension Office or a form otherwise acceptable to the Board ("Application") and signed by the member ("Applicant") or, in the event of incapacity to sign, by a legal guardian or duly authorized representative or by the head of the department. Completed Applications will be filed with the Board at the Pension Office.
- B. The Applicant shall execute the following deemed necessary for the Board to obtain a complete file of relevant documentation:
  - 1. Application for Disability and Statement of Disability & Questionnaire,
  - 2. Release, and
  - 3. Personal Physician Report(s) from a specialist(s) recognized in the field upon which the disability is based (to be returned to the Pension Office directly from the physician).

Documents must be returned to the Pension Office at the address specified in Section V, Paragraph K below.

- C. The Applicant shall provide to the Personal Physician of his or her choice with a Report of Personal Physician form as provided by the Board. The Applicant may request that more than one physician complete a Personal Physician Report form (to be returned to the Pension Office directly from the physician).
- D. Upon receipt of the properly completed forms, medical release authorization, and Personal Physician Report Form(s), including the medical records provided by the physician, the Pension Office staff will request medical records from all other relevant treating physicians; personnel records from employers(s), copies of relevant workers' compensation records, and copies of other records or additional evidence which may include an independent medical examination ("IME") deemed relevant to the Application by the Pension staff, the Board's attorney or Trustee(s).
- E. Upon receipt of the records and reports outlined in paragraphs B, C and D above, the Pension staff will prepare a disability pension file ("File"). The File will be provided to the Board and the Applicant or Applicant's legal counsel or representative and an initial hearing will be scheduled.
- F. It shall be the function of the Pension staff, including the Board's attorney, throughout the application procedure, to assist the Board in the discovery and presentation of evidence in order to assure that the Board receives all relevant information prior to the Board's decision.
- G. The Applicant shall have the right to be represented by counsel at any or all times through the application process. If represented, all communications and correspondence will be through the Applicant's legal counsel or representative.
- H. The Board shall review the Application at an initial hearing within one hundred twenty (120) calendar days from the date of receipt of the completed Application including all required releases, Statement of Disability and Questionnaire, and Personal Physician Report form(s), including the medical records from the physician(s). The Board's attorney and the Applicant may stipulate to further extensions of time not to exceed sixty (60) calendar days. Other extensions will require Board approval.
- I. Should the records and reports required to be provided by the Applicant outlined in paragraphs A through C above not be received within six (6) months of receipt of an application for disability benefits, the application with whatever supporting evidence has been received may be brought forward to the Board for action at the next scheduled meeting following the six (6) month time period.

## II. INITIAL HEARING OF THE APPLICATION

- A. At the initial hearing, the Board shall consider only the documentary evidence contained in the File, including but not limited to, correspondence, medical

records, reports of treating physicians and/or examining physicians and evidence received pursuant to paragraph B. below. The Board may also hear live testimony from the treating physician(s) to clarify medical records and/or the personal physician report. The request for live testimony by the treating physician(s) may be made by the Board at the initial hearing at which time the initial hearing will be continued and rescheduled at a time mutually convenient to the physician(s) and the Board.

- B. Other than answers to questions from the Board of Trustees or from the Board's attorney, the Board will take no additional evidence at the initial hearing, although the Applicant or the Applicant's legal counsel or representative may make a presentation not to exceed fifteen (15) minutes in length, limited to comments and/or arguments as to the evidence or information already contained in the File, including physician report(s) and any live testimony from the treating physician(s) given at the initial hearing.
- C. Upon completion of the review of the Application at the initial hearing, the Board shall enter an Order setting forth its findings and conclusions on the Application. The written Order shall be provided to the Applicant. The Order shall include:
  - 1. The specific findings and conclusions of the Board, including specific references to pertinent provisions of the Plan on which such conclusions are based; and
  - 2. If denied, an explanation of the right to a full hearing on the Application and the time limit in which a full hearing must be requested in writing.
- D. The decision of the Board at the initial hearing shall not be final as outlined below (unless the Application is approved as requested) until after the time has expired to request a full hearing.

### III. FULL HEARING

- A. Any Applicant denied may request a full hearing on the issues presented to the Board at an initial hearing and upon which the Board has entered an Order as provided in subsection II. C. above.
- B. A full hearing must be requested in writing by the Applicant and postmarked within thirty (30) calendar days of the receipt of the Board's Order denying the Application. The Order will be deemed received three (3) business days following the date it is mailed to the Applicant at the address provided to the Board by the Applicant.
- C. Following receipt of the written request for a full hearing and considering the amount of discovery which might be conducted, the Board shall establish a date for the full hearing and cause notice to be given to the Applicant. The full hearing shall be held within one hundred twenty (120) calendar days from the receipt of the request from the Applicant. The full hearing may be postponed for good cause, if necessary to permit full discovery of the facts or to accommodate the

schedules of the Trustees or medical providers. At least forty-five (45) calendar days prior to the full hearing, the Applicant or the Applicant's legal counsel or representative must:

1. Provide the Pension staff with copies of all medical reports, exhibits, or other relevant documentary evidence in the Applicant's possession or of which the Applicant has knowledge, and
2. Provide the Pension staff with a list of names, addresses and telephone numbers of each and every witness the Applicant will have testify, and
3. Provide the Pension staff with a short statement or summary of the testimony of each and every witness.

If the time frames enumerated in subsection III. C. are not sufficient, the Pension Office staff or the Board's attorney will advise the Board that the full hearing should be postponed to a later date. If the Applicant or the Applicant's legal counsel or representative does not comply with subsection III. C., the Applicant may be precluded from offering testimony or evidence at the full hearing.

- D. The Applicant or the Board's attorney may obtain discovery by deposition and/or interrogatories prior to the full hearing. Written notice of any depositions and/or interrogatories shall be given to the Board's attorney and the Applicant or Applicant's legal counsel or representative.
- E. All costs of discovery not requested by the Board, including the compensation of professional and lay witnesses, shall be borne by the Applicant.
- F. The Applicant shall be responsible for obtaining the attendance of the Applicant's witnesses at the full hearing. Upon timely written request by the Applicant or Applicant's legal counsel or representative, the Board shall issue subpoenas for the attendance of witnesses at depositions and at the full hearing. The Board may charge a reasonable fee for issuance of subpoenas to the extent permitted by law. Testimony at the full hearing may be submitted in the form of a deposition. If provided in accordance with these procedures, transcripts of depositions shall be made part of the disability pension file. Although such transcripts will not necessarily be read into the record, any portions thereof may be read into the record by any party and may be referred to in argument. In all cases, the Applicant shall bear the burden of proof to show entitlement to the benefits sought.
- G. Irrelevant and unduly repetitious evidence may be excluded.
- H. Any person who knowingly gives false testimony is guilty of a misdemeanor of the first degree, punishable as provided in Section 775.082 or 775.083, Florida Statutes.
- I. Decisions of the Board after a full hearing shall be final and binding, subject to judicial review.

- J. The Board shall decide the merits of the Application by motion duly adopted and shall subsequently furnish a copy thereof to the Applicant. Service by the Board will be deemed to have been made on the date of mailing by the Board to the Applicant.
- K. Judicial review of decisions of the Board shall be in the manner prescribed by law.

#### IV. EFFECTIVE DATE FOR APPROVED DISABILITY RETIREMENT APPLICATIONS

- A. The date of retirement for disability Applications approved by the Board shall be determined as follows:
  - 1. In no case shall the effective date of retirement be earlier than the date upon which the complete Application for disability retirement was received by the Pension Office, and
  - 2. The effective date shall be the date upon which approval of the disability retirement Application is granted by the Pension Board (separation date shall be close of business on that date), or the date upon which the Applicant's accrued extended illness and annual leave is exhausted, whichever is earliest.
- B. In the case of a retroactive effective date in which an employee received intermittent pay including, but not limited to accrued extended illness leave, accrued annual leave, educational incentive pay, etc., those payments will be offset to the extent allowed by law.

#### V. MISCELLANEOUS

- A. The Applicant may need to ensure that a verbatim record of a Board proceeding is made, which record includes the testimony and evidence upon an appeal may be based. The Applicant will be responsible for obtaining a court reporter or otherwise making a record of the proceedings before the Board.
- B. Initial hearings and full hearings will be held during regular Board meetings as a part of the regular agenda. The Board, on an exception basis, may authorize the Pension staff to schedule a special meeting. No Applicant has the right to demand or receive a special appearance before the Board.
- C. Applications will generally be heard in the order filed. However, in some cases a later-filed Application will be ready for hearing before an earlier-filed Application. In such a case, the Application first ready to be heard will be heard first. The Board may limit the number of full hearings heard on any single agenda.
- D. The Florida Rules of Evidence may not apply to these proceedings. Testimony of all witnesses shall be under oath or affirmation.
- E. All time periods and procedures may be modified by the Board or a continuance of the hearing may be granted by the Board. Any modification or continuance shall be based upon good cause being shown.

- F. The File shall be included as part of the record before the Board at the initial or full hearing.
- G. All proceedings of the board shall be conducted in compliance with Florida's Sunshine Laws.
- H. Three concurring votes shall be necessary for a decision by the Board and three Trustees shall constitute a quorum.
- I. Disability benefits will be subject to workers' compensation, social security or other offset to the fullest extent allowed by law. The Board will seek to recover any monies payable in any third party claim(s) related to the Application for disability. In the case of an Applicant/retiree receiving a third party recovery, the recovery will be offset to the extent allowed by law.
- J. Applicants who decide to withdraw from the disability application process must notify the Pension Office in writing. Any future applications for disability benefits will be treated as a new application.
- K. Applications, correspondence, evidence, all hearing requests and other related material must be submitted to the Board at the following address:

Pension Office  
City of St. Petersburg  
P. O. Box 2842  
St. Petersburg, FL 33731

Adopted by the Board of Trustees of the 1984 Supplemental Police Officer's Retirement System in a meeting of the Board held the 4th day of May, 2005.

## **ADDENDUM B**

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE CITY OF ST. PETERSBURG, FLORIDA RELATED TO WORKER'S COMPENSATION OFFSET PROVIDED IN THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM, SECTION 22-256(v).

WHEREAS, the Board of Trustees of the 1984 Supplement Police Officer's Retirement System (Pension Board) recognizes its responsibility to administer the 1984 Supplemental Police Officer's Retirement System (Plan), and

WHEREAS, the Pension Board sees the need to adopt rules and procedures to assist in the administration of the Plan,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM:

### **PROCEDURES APPLICATION OF WORKER'S COMPENSATION (WC) OFFSET**

1. Upon confirmation of a worker's compensation benefit payable or settlement paid, the Pension Office staff in cooperation with the Worker's Compensation staff will determine if the benefits payable (monthly or lump sum) are on account of the same service-connected disability.
  - A. If the worker's compensation benefits payable are not on account of the same service-connected disability, the Pension Staff will document the retiree's file with a memo and no further action is required.
2. Worker's Compensation Offset calculation when the retiree is receiving a regular worker's compensation benefit payment:
  - A. Obtain the following data:
    1. The date worker's compensation indemnity benefits began or will begin
    2. The worker's compensation average weekly wage
    3. The weekly worker's compensation indemnity benefit payable
  - B. Calculate the monthly offset amount using the following formula:
    1. WC benefit amount at time of retirement or date when WC benefits begin
    2. Plus pension benefit amount on date of retirement or date WC benefits begin

3. Equals Total Worker's Compensation and Pension Benefit
4. Less Worker's Compensation Average Wage
5. Equals Total Offset Amount

C. This Total Offset Amount will be deducted from the retiree's monthly pension benefit payable for the duration of the receipt of WC indemnity payments, until the death of the retiree or the benefit ceases. The offset is computed at the time of retirement or at time of initial worker's compensation payment and is not recalculated due to changes to the retiree's pension benefit (e.g. COLAs) or changes to the worker's compensation benefit (e.g. Supplemental Pay increases).

3. Worker's Compensation Offset calculation when the retiree is receiving a lump sum settlement amount from worker's compensation:

A. Obtain the following data:

1. The date the WC Judge signs the WC settlement (Date of Settlement)
2. The amount of the settlement (Settlement Amount)
  - a. Deduct from the settlement any amounts related to medical payments and attorney fees
3. The worker's compensation average weekly wage
4. The weekly worker's compensation indemnity benefits payable
5. Retiree's date of birth
6. Years for life expectancy obtained by actuary and based on retiree's age on the date of the settlement

B. Calculate the monthly offset amount using the following formula:

10-Year Offset (Not to Exceed Life Expectancy)

1. Settlement Amount
2. Divided by 10 Years not to exceed Life Expectancy.
3. Divided by 12 months (to convert to monthly amount)
4. Equals monthly value of settlement amount at the time of retirement or at the date of settlement.
5. To that add the monthly pension benefit amount at the time of retirement or at the Date of Settlement.

6. Equals the total monthly settlement amount and the monthly pension benefit
7. Less the worker's compensation average monthly wage.
8. Equals the total monthly offset amount.

Using the 10-Year Offset Provision, the Total Offset Amount will be deducted from the retiree's monthly pension benefit payable until the Settlement Amount is recovered, until the death of the retiree or the benefit ceases. The offset is computed at the time of retirement or at the time of initial workers' compensation payment and is not recalculated due to changes to the retiree's pension benefit (e.g. COLAs) or changes to the worker's compensation benefit (e.g. Supplemental Pay increases).

4. The Board authorizes the Pension staff to calculate the offsets as authorized in this resolution and apply to the pension benefit payment as soon as reasonably possible. Any issues not addressed by this resolution shall be presented to the Board of Trustees for consideration.
5. The Pension staff shall notify the retiree in writing of any offset amount that will be applied to the pension benefit, the effective date of the offset and the estimated number of months to recover the offset, if applicable. The Pension staff shall maintain a record of retirees who are receiving a worker's compensation offset, the amount, the beginning date and the estimated number of months to recover the offset, if applicable.
6. The same procedures above will apply to a beneficiary account provided that the beneficiary receives either a benefit payment from worker's compensation or a settlement amount in which the beneficiary pension benefit payment and the worker's compensation payment are on account of the retiree's same service-connected disability.
7. This resolution shall apply retroactively to May 15, 2002.

Adopted by the Board of Trustees of the 1984 Supplemental Police Officer's Retirement System on the 21<sup>st</sup> day of July, 2009.

## IMPORTANT NOTICE ABOUT BENEFICIARIES

### FORMER SPOUSES AS BENEFICIARIES

Florida law section 732.703, as amended July 2012 may affect your City Pension, Group Life, AD&D and Deferred Compensation accounts *if* you were divorced after you made your last beneficiary designation.

(Note: The law also applies to such accounts as privately held life insurance policies, IRAs, and payable on death bank accounts.)

If you are still married to the same spouse as when you completed your beneficiary designations, no need to read further – the new law has no impact on you.

However, the law has an immediate impact on you if ALL of the following are true:

- You were divorced *after* you completed your last beneficiary designation; and
- You named your ex-spouse as your beneficiary (i.e. the person who will get your benefits after you die); and
- You did not re-designate your beneficiary (or re-designate your ex-spouse) after you divorced; and
- There is not a court order requiring you to keep your ex-spouse as your beneficiary.

IF you can check all 4 of the boxes above, then *your designation of your ex-spouse as your joint annuitant or beneficiary is no longer valid!*

#### **What this means:**

The new law *invalidated* your pre-divorce designation of your ex-spouse. If you die while still employed, benefits cannot and will not be paid to your ex-spouse.

#### **What to do:**

If there's a court order from your divorce case requiring you to keep your ex-spouse as your beneficiary, send a certified copy of that order (you can get a certified copy from the clerk of the court that granted your divorce) to the City of St. Petersburg Benefits Division. You will need to do nothing more than that.

If the above four conditions apply to you, and you wish your ex-spouse to remain as your beneficiary, you must re-designate your ex-spouse as the beneficiary.

Check your beneficiary designations by logging on to Oracle Self-Service. If you need to change or make a designation do so in Oracle Self-Service. { You can find instructions on how to change your designations in the 'Oracle Employee Self Service' guide on the City's Intranet (Intranet/Benefits/Benefits Forms). As always, please seek independent legal and tax counsel.

**THIS PAGE LEFT INTENTIONALLY BLANK**