

1           **ORDINANCE 69245, AS AMENDED BY ORDINANCE 69353**  
2                                   **AND ORDINANCE 70248**

3  
4  
5                                   **Chapter 4.19**

6                                   **FIREFIGHTERS' RETIREMENT PLAN**

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1 **4.19.010 Establishment of the Plan.**

2 A. Establishment of Plan. Pursuant to its authority under the home rule  
3 charter provisions of the Constitution of the State of Missouri and the laws of the State of  
4 Missouri, the City of St. Louis hereby establishes the pension plan prescribed in this  
5 Ordinance, known as the Firefighters' Retirement Plan (the "Plan"), to provide  
6 retirement, disability and death benefits for the firefighters of the City and their covered  
7 dependents.

8 B. Structure of Plan. The provisions of subsections 4.19.050(A) through (G)  
9 govern pension benefits accrued by Participants hired on and after the Effective Date.  
10 The amount of the accrued benefit of Participants under the Firemen's Retirement System  
11 of St. Louis pursuant to Chapter 4.18 of the Revised Code (the "Prior Plan") was frozen  
12 as of February 1, 2013 by Ordinance 69149, as amended by this Ordinance. The amount  
13 of the benefit accrued under the Prior Plan for a Participant whose benefit accrued under  
14 the Prior Plan was frozen as of February 1, 2013 does not increase because of years of  
15 service after the Effective Date. Except as expressly provided herein, the provisions of  
16 subsections 4.19.060(A) through (F), governing pension benefits of Grandfathered  
17 Participants, are independent of the provisions of subsections 4.19.050 (A) through (G)  
18 relating to Participants hired on and after the Effective Date. The benefit accrued under  
19 this plan is earned only because of years of service after the Effective Date (although  
20 vesting, eligibility for retirement and the rate of accrual for benefits attributable to years  
21 of service after the Effective Date is based on total years of service as a firefighter with  
22 the City of St. Louis).

1           Notwithstanding anything to the contrary, no Participant of the FRP shall receive  
2 a pension or retirement allowance from any other pension or retirement system supported  
3 wholly or in part by the City or the state of Missouri because of years of service for  
4 which they are entitled to benefits under the FRS nor shall they be required to make  
5 contributions under any other pension or retirement system of the City or the state of  
6 Missouri.

7           C.     Type of Plan. This Plan and the Trust established pursuant to this Plan are  
8 intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code of  
9 1986, as amended from time to time.

10          D.     Effective Date. This Ordinance is effective February 1, 2013.

11 [Subsection E of 4.19.010 of BB12 was repealed by Section Five of BB109]

12 **4.19.020       Definitions.**

13          A.     Accrued Benefit. The amount from time to time payable to a Participant  
14 in the form of a single life annuity beginning on the Normal Retirement Date of the  
15 Participant determined in accordance with the Plan, as if the Participant had incurred a  
16 Termination of Employment at such time.

17          B.     Actuarial Equivalent. The actuarial equivalent amount for benefit form  
18 options and reduced retirements determined on the basis of the RP 2000 combined  
19 healthy mortality, projected to 2015 (static table) Mortality Table and an assumed annual  
20 rate of investment return of 7.625%.

21                 For all other actuarial equivalent calculations, the actuarial equivalent  
22 amount determined on the basis of the RP 2000 combined healthy mortality, projected to  
23 2015 (static table) Mortality Table and an assumed annual rate of investment return of

1 7.625%, or on the basis of such mortality tables and interest rate as shall be adopted by  
2 the Board of Trustees upon recommendation of the Plan's Actuary and applied  
3 prospectively.

4 C. Accumulated Contributions. The sum of all amounts deducted from the  
5 compensation of a Participant and credited to his individual account, together with  
6 interest thereon, less any previous withdrawals from such account.

7 D. Actuary. An actuary, enrolled by the Joint Board for the Enrollment of  
8 Actuaries, selected by the Board of Trustees.

9 E. Annuity Starting Date. The first day of the first period for which an  
10 amount (other than a disability benefit payable under Section 4.19.070) is paid in  
11 accordance with the Plan.

12 F. Average Final Compensation or Average Final Earnings. The average  
13 final compensation, also referred to as the average final earnings, of the Participant  
14 during his last five years of Covered Employment; or if he has less than five years of  
15 such service, the average final compensation paid during his entire period of Covered  
16 Employment. The Final Average Compensation of a Grandfathered Participant shall be  
17 based on the last two years of Covered Employment, instead of the last five years.  
18 Compensation means the regular annual rate of compensation that a Participant would  
19 earn on the basis of the stated compensation for his rank or position.

20 G. Board of Aldermen. The Board of Aldermen of the City.

21 H. Board of Trustees. The Board of Trustees provided for in Section  
22 4.19.130 to hold and invest the assets of the Trust Fund.

23 I. City. The City of St. Louis, Missouri.

1           J.       Code. The Internal Revenue Code of 1986. Reference to a section of the  
2 Code shall include that section and any comparable section or sections of any future  
3 legislation that amends, supplements or supersedes said section.

4           K.       Consumer Price Index (“CPI”). The consumer price index (United States  
5 Average Index) for urban consumers, or its successor index approved by the Board of  
6 Trustees, as defined and officially reported by the U.S. Department of Labor. The cost of  
7 living factor shall be the change in the specified CPI for the applicable 12 month period  
8 set by the Board of Trustees for the purpose of promoting consistency with the Consumer  
9 Price Index used by the Firemen’s Retirement System of St. Louis, rounded to the nearest  
10 one-tenth of one percent.

11          L.       Covered Employment. All service performed for the fire department of  
12 the City for which an Employee is compensated while a Participant and while classified  
13 by the fire department as an Employee performing services as a firefighter (without  
14 regard to any retroactive reclassification).

15          M.       Early Retirement Age. The date on which a Participant completes at least  
16 twenty Years of Service.

17          N.       Early Retirement Date. The first day of the month next following the date  
18 the Participant incurs a Termination of Employment after his Early Retirement Age but  
19 before his Normal Retirement Age.

20          O.       Effective Date. The date specified in subsection 4.19.010.

21          P.       Employee. Any officer or employee of the Fire Department of the City  
22 employed by the City for the duty of fighting fires, but does not include anyone employed  
23 in a clerical or other capacity not involving firefighting duties.

1 Q. Full-Time Student. A person enrolled in a degree program at a college,  
2 university, community college, or vocational or technical school with a schedule of at  
3 least twelve hours per semester.

4 R. Grandfathered Participant. A Participant who was employed on the day  
5 before the Effective Date and whose benefit accrued under the Prior Plan was frozen as  
6 of February 1, 2013.

7 S. Interest. The short-term Applicable Federal Rate, as published by the  
8 Internal Revenue Service for the December immediately preceding the calendar year, for  
9 the purpose of interest for each calendar year for refund of Accumulated Contributions.

10 T. Normal Retirement Age. The date on which a Participant first attains  
11 fifty-five years of age.

12 U. Normal Retirement Date. The first day of the month next following the  
13 date the Employee incurs a Termination of Employment after his Normal Retirement Age  
14 and after completing at least twenty Years of Service.

15 V. Participant. An Employee hired on or after the Effective Date and an  
16 Employee who was employed on the day before the Effective Date and whose benefit  
17 accrued under the Prior Plan was frozen as of February 1, 2013, either of whom shall  
18 have become entitled to participate in this Plan in accordance with Subsection A of  
19 Section 4.19.030 and who continues to have rights to benefits under this Plan, or whose  
20 beneficiaries may be eligible to receive benefits under this Plan.

21 W. Plan. The Firefighters' Retirement Plan, the terms and provisions of  
22 which are set forth in this Ordinance, as amended from time to time.

23 X. Plan Year. The twelve-month period beginning October 1.

1           Y.     Retirement Date. The first day as of which a retirement benefit is payable  
2 to a Participant in accordance with this Plan, and may be either a Normal Retirement  
3 Date or an Early Retirement Date.

4           Z.     Termination of Employment. Separation from the service of the City.

5           AA.    Trust Agreement. The trust agreement entered into between the City and  
6 the Trustee in accordance herewith for the purpose of holding and investing the Trust  
7 Fund.

8           BB.    Trust Fund. The Trust Fund as described in subsection 4.19.120(A)  
9 hereof.

10          CC.    Trustee or Trustees. The person or persons serving as trustee of the Trust  
11 Fund or any successor(s) thereto; provided that, to the extent that the Trust Fund is  
12 invested in an Annuity Contract, the insurance company shall be the Trustee.

13          DD.    Widow(er). The person to whom the Participant is lawfully married at  
14 throughout the one-year period ending at the death of the Participant, provided that a  
15 former spouse will be treated as the Widow(er) to the extent provided under a qualified  
16 domestic relations order as described in Section 414(p) of the Code.

17                A surviving domestic partner shall be deemed to be a widow(er). A surviving  
18 domestic partner means a person validly registered with the City as a domestic partner  
19 with the Participant in accordance with St. Louis City Ordinance 64401 throughout both  
20 the one-year period ending at the time benefit payments to the Participant from this Plan  
21 commenced and the one-year period ending at the death of the Participant, and with  
22 respect to whom it is substantiated in writing that such person and the Participant

1 satisfied as least two of the following indicia of economic interdependence as of the date  
2 of death of the Participant:

3 (1) Joint ownership of real property or a common leasehold interest in real  
4 property;

5 (2) Common ownership of an automobile;

6 (3) An open joint bank account or credit account;

7 (4) A will designating the other person as the primary beneficiary;

8 (5) A current designation of the other person as the primary beneficiary for  
9 life insurance or retirement benefits;

10 (6) A current designation of the other person as durable power of attorney or  
11 health care power of attorney; and

12 (7) A driver's licenses listing a common address.

13 A domestic partner shall not be treated as a widow(er) for purposes of subsections  
14 4.19.100(B) (required minimum distributions), 4.19.110(C) (domestic relations orders)  
15 and 4.19.110(D) (rollovers).

16 **4.19.030 Eligibility and Contributions.**

17 A. Entry Date. An Employee hired on and after the Effective Date shall be  
18 eligible to participate in the Plan on the first day such Employee is employed in Covered  
19 Employment. An Employee who was employed on the day before the Effective Date,  
20 and whose benefit accrued under the Prior Plan was frozen as of February 1, 2013, shall  
21 be eligible to participate in this Plan beginning February 1, 2013.

22 B. Employee Contributions. The Board of Trustees shall certify to the fire  
23 commissioner, and the fire commissioner shall cause to be deducted from the

1 compensation of each Participant each pay period, and remitted to the Trustee, eight  
2 percent of the compensation of each Participant with at least twenty full Years of Service  
3 as of the Effective Date, and nine percent of the compensation of each Participant with  
4 fewer than twenty full Years of Service as of the Effective Date. Such contributions shall  
5 be credited to the Accumulated Contributions account of the Participant. Contributions  
6 by each Participant with fewer than twenty full Years of Service as of the Effective Date  
7 shall be treated as employer before-tax (“pick-up”) contributions paid by the Employer in  
8 lieu of contributions by the Employee under Section 414(h)(2) of the Code solely for  
9 purposes of the Internal Revenue Code of 1986, as amended. Contributions by  
10 Participants with at least twenty full Years of Service as of the Effective Date shall be  
11 treated as after-tax employee contributions.

12 The deductions provided for herein shall be made notwithstanding that the  
13 minimum compensation provided by law for any Participant shall be reduced thereby.  
14 Every Participant shall be deemed to consent to the deductions made and provided for  
15 herein, and payment of salary or compensation less the deduction shall be a full and  
16 complete discharge and acquittance of all claims and demands whatsoever for services  
17 rendered during the period covered by the payment except as to benefits provided by this  
18 Plan.

19 C. Exclusive Plan. All Employees shall be Participants as a condition of their  
20 employment and shall receive no pension or retirement allowance from any other pension  
21 or retirement system supported wholly or in part by the City or the state because of Years  
22 of Service for which they are entitled to benefits under this Plan, nor shall they be

1 required to make contributions under any other pension or retirement system of the City  
2 or the state.

3 **4.19.040 Service.**

4 A. Year of Service. The term “Year of Service,” means each full 365  
5 consecutive day period of time that elapses from the Effective Date, or the date the  
6 Employee first performs duties in Covered Employment for which such Employee is paid  
7 or entitled to payment by the City, whichever is later, and ending on the date of  
8 Termination of Employment, during which the Employee is employed in Covered  
9 Employment. Less than whole periods of such time shall be credited as a partial year  
10 based on the applicable portion of a 365 day period; and nonconsecutive periods of such  
11 time shall be aggregated, where applicable, in determining the number of Years of  
12 Service of a Participant. The period of service of an Employee on an approved paid leave  
13 of absence shall continue until the end of such leave of absence. An Employee shall be  
14 credited for no more than one month for an unpaid leave of absence.

15 B. Prior Plan Service. Complete and partial years of service credited for a  
16 Grandfathered Participant pursuant to the terms of the Prior Plan for periods before the  
17 Effective Date shall count as Years of Service under this Plan (but benefits attributable to  
18 such Prior Plan service under this Plan shall be offset by the benefits payable under The  
19 Firemen’s Retirement System of St. Louis, as provided in Subsection G of Section  
20 4.19.060, so that the benefit accrued under this plan is earned only because of years of  
21 service after the Effective Date, although vesting, eligibility for retirement and the rate of  
22 accrual for benefits attributable to years of service after the Effective Date is based on  
23 total years of service).

1           Notwithstanding the above, service credited pursuant to the terms of the Prior  
2 Plan for periods before the Effective Date shall not count as Years of Service under this  
3 Plan to the extent a Participant did not receive a periodic retirement income benefit from  
4 the Prior Plan based on such service (e.g., a Participant with fewer than twenty years of  
5 service received a refund of contributions withheld from compensation attributable to  
6 such service in lieu of a pension).

7           C.     Absence in Military Service. If, at any time since first becoming a  
8 Participant in the Plan, a Participant has performed qualified military service as defined  
9 by 26 U.S.C. § 414(u)(5) and has subsequently been reinstated as a firefighter within the  
10 period of time required by 38 U.S.C. § 4312(e), he shall be granted credit for such service  
11 as if his service in the Fire Department of the City had not been interrupted by his  
12 induction into the armed forces of the United States, and as if he had made the required  
13 contributions during such service. If earnable compensation is needed for such period in  
14 computation of benefits it shall be calculated on the basis of the compensation payable to  
15 the officers of his rank during the period of his absence. Notwithstanding any provision  
16 of this Plan to the contrary, contributions, benefits and service credit with respect to  
17 military service will be provided in accordance with Section 414(u) of the Code.

18           In the case of a Participant who dies while performing qualified military service  
19 as defined in 26 U.S.C. § 414(u)(5), the survivors of the Participant are entitled to any  
20 additional benefits (other than benefit accruals relating to the period of qualified military  
21 service) that would have been provided under the Plan had the Participant resumed  
22 employment and then terminated employment on account of death. In any event, a

1 deceased member's period of qualified military service must be counted for vesting  
2 purposes.

3         Only to the extent required by Code Section 414(u)(12) and only in the event that  
4 the City elects to pay differential wage payments, an individual who receives differential  
5 wage payments (as defined under Code Section 3401(h)(2)) shall be treated as employed  
6 by the Fire Department of the City, and the differential wage payment shall be treated as  
7 compensation for purposes of applying the limits on annual additions under Code Section  
8 415(c). This provision shall be applied to all similarly situated individuals in a  
9 reasonably equivalent manner.

10         D.     Accumulated Contributions. An Employee shall not be credited for any  
11 service with respect to which the Employee had no contributions withheld; and shall not  
12 be credited for any service with respect to which the Employee withdrew or received a  
13 refund of Accumulated Contributions.

14         E.     Transfer of Creditable Service. The transfer of creditable service  
15 shall be in accordance with the provisions of Section 105.691 of the Missouri  
16 Revised Statutes, as amended, or as the same may from time to time be  
17 amended. The Board of Trustees may enter into cooperative agreements to transfer  
18 creditable service between the Plan and any other retirement plan established by  
19 the state of Missouri or any political subdivision or instrumentality of the state  
20 when a Participant who has been employed in a position covered by one plan is  
21 employed in a position covered by another plan.

22         F.     Purchase of Creditable Service. A participant may contribute or  
23 have transferred to the fund an amount to be utilized to purchase an additional

1 period of creditable service determined using the accepted actuarial methods of  
2 the Plan in accordance with the provisions of Section 105.691 of the Revised  
3 Statutes of Missouri, as amended, or as the same may from time to time be  
4 amended, and pursuant to policies adopted by the Board of Trustees, which are  
5 incorporated herein by reference. In addition, participants may purchase credible  
6 service for an amount determined using the actuarial methods of the plan pursuant  
7 to policies adopted by the Board of Trustees, which are incorporated by reference  
8 and may be amended from time to time.

9 **4.19.050 Retirement Benefits.**

10 A. Normal Retirement Benefit. Subject to the conditions and limitations of  
11 the Plan, a Participant who incurs a Termination of Employment on or after his Normal  
12 Retirement Age and after completing at least twenty Years of Service will be entitled to a  
13 monthly retirement income payable to the Participant for his lifetime commencing at his  
14 Normal Retirement Date in an amount equal to two percent of the Participant's Average  
15 Final Compensation for each Year of Service up to twenty-five years, and two and one-  
16 half percent of the Participant's Average Final Compensation for each Year of Service  
17 over twenty-five years, up to a maximum of seventy-five percent of Average Final  
18 Compensation. The monthly amount of the retirement income of such a Participant shall  
19 not be increased actuarially to reflect an Annuity Starting Date deferred beyond the  
20 Normal Retirement Age of the Participant.

21 B. Early Retirement. Each Participant who incurs a Termination of  
22 Employment after completing at least twenty Years of Service but before his Normal  
23 Retirement Age of fifty-five, shall be entitled to a monthly retirement income payable to

1 the Participant for his lifetime commencing on the first day of the month after he attains  
2 fifty-five years of age, calculated as for normal retirement in accordance with subsection  
3 4.19.050(A), based on his Average Final Earnings and his Years of Service as of his  
4 Early Retirement Date.

5 In lieu of a deferred retirement income commencing at age fifty-five, a Participant  
6 who remains an Employee until his Early Retirement Age may elect to receive his  
7 retirement income beginning on his Early Retirement Date; or on the first day of any  
8 month thereafter prior to age fifty-five, provided that the monthly amount payable at age  
9 fifty-five shall be actuarially reduced from age fifty-five to the pension commencement  
10 date in accordance with subsection 4.19.020(B).

11 A Participant entitled to an early retirement pension in accordance with the  
12 preceding paragraphs of this subsection (B) may elect to receive a refund of his  
13 Accumulated Contributions with Interest in lieu of any early retirement pension benefit.

14 C. Vested Terminated Pension. Each Participant who remains an Employee  
15 until he has completed at least ten but fewer than twenty Years of Service shall be  
16 entitled to a monthly retirement income calculated as for normal retirement in accordance  
17 with Section 4.19.050(A), based on his Average Final Earnings and his Years of Service  
18 as of his Termination of Employment, payable to the Participant for his lifetime  
19 commencing when the Participant attains sixty-two years of age, or upon his Termination  
20 of Employment, if later.

21 A Participant entitled to a deferred vested pension in accordance with the  
22 preceding paragraph of this subsection (C) may elect to receive a refund of his  
23 Accumulated Contributions with Interest in lieu of any deferred vested pension benefit.

1           D.     Unvested Participant. A Participant who incurs a Termination of  
2 Employment before completing ten Years of Service shall receive a refund of his  
3 Accumulated Contributions with Interest in lieu of any pension benefit.

4           E.     Cost of Living Increases. Following a Participant's Annuity Starting Date,  
5 benefits paid to such Participant pursuant to subsections (A) and (B) of this Section (but  
6 not any other provisions) shall be increased as of each October 1, with the first increase  
7 in the October following his retirement and subsequent increases in each October  
8 thereafter, by an amount equal to the lesser of three percent or the increase in the  
9 Consumer Price Index during the preceding twelve month period as designated by the  
10 Board of Trustees for the purpose of promoting consistency with the Consumer Price  
11 Index used by the Firemen's Retirement System of St. Louis; up to a maximum aggregate  
12 increase of twenty-five percent.

13          F.     Limitation on Compensation. Notwithstanding any other provision of this  
14 Plan, in no event shall the compensation of a Participant taken into account under this  
15 Plan for any Plan Year exceed the maximum amount permitted in Section 401(a)(17) of  
16 the Code for that Plan Year, as adjusted from time to time, as applicable to governmental  
17 plans. If the period for determining compensation in a Plan Year is less than the full Plan  
18 Year, the maximum amount for that Plan Year shall be reduced proportionately.

19          G.     Overpayment Recoupment. In the event a Participant is paid more than  
20 the amount to which the Participant is properly entitled under the terms of the Plan the  
21 amount of future payments from the Plan to the Participant may be reduced until such  
22 overpayment has been corrected.

23          H.     Felony Bar. Participants found guilty of certain felony offenses shall be

1 barred from obtaining benefits to the extent provided by the provisions of Section 105.669  
2 of the Missouri Revised Statutes, as amended.

3 **4.19.060 Grandfathered Pension Benefits.**

4 A. Grandfathered Benefits – General. The provisions of this Section apply  
5 only to Grandfathered Participants. The amount of retirement income benefits accrued  
6 under this Section is based on all service and compensation, including years of service  
7 rendered and compensation paid before the Effective Date, but is offset by benefits  
8 payable under The Firemen’s Retirement System of St. Louis, as provided in Subsection  
9 G of Section 4.19.060, so that the benefit accrued under this plan is earned only because  
10 of years of service after the Effective Date, although vesting, eligibility for retirement and  
11 the rate of accrual for benefits attributable to years of service after the Effective Date is  
12 based on total years of service.

13 [Subsection B of 4.19.060 of Board Bill 12 was repealed by Section Thirteen of  
14 BB109.]

15 C. Grandfathered Normal Retirement Benefit. Subject to the conditions and  
16 limitations of the Plan, a Grandfathered Participant who incurs a Termination of  
17 Employment on or after his Normal Retirement Age of fifty-five years and after  
18 completing at least twenty Years of Service will be entitled to a monthly retirement  
19 income payable to the Participant for his lifetime commencing at his Normal Retirement  
20 Date in an amount equal to two percent of the Participant’s Average Final Compensation  
21 for each Year of Service up to twenty-five years, and five percent of the Participant’s  
22 Average Final Compensation for each Year of Service over twenty-five years, up to a  
23 maximum of seventy-five percent of Average Final Compensation. The monthly amount

1 of the retirement income of such a Participant shall not be increased actuarially to reflect  
2 an Annuity Starting Date deferred beyond the Normal Retirement Age of the Participant.

3 Solely for purposes of computing such Grandfathered Benefit, sick leave  
4 accumulated under the FRS shall be credited as Years of Service and added to no more  
5 than a total of thirty Years of Service for purposes of vesting and to allow such a  
6 Participant to receive a monthly retirement income benefit in excess of seventy-five  
7 percent of Average Final Compensation. Notwithstanding anything to the contrary  
8 herein, sick leave of a Participant who is participating in DROP shall be subject to the  
9 provisions of subsection 4.19.060(E).

10 A Grandfathered Participant who receives such a retirement income benefit shall  
11 receive a refund of his contributions to this Plan, without interest; provided that  
12 contributions to the Plan made on and after the Effective Date by a Participant who had  
13 fewer than twenty full Years of Service as of the Effective Date are not refundable. All  
14 refundable contributions are payable at the time of his pension commencement date.

15 D. Early Retirement Benefit. A Grandfathered Participant who incurs  
16 a Termination of Employment after completing twenty Years of Service, but before  
17 attaining his Normal Retirement Age of fifty-five years, shall be entitled to a monthly  
18 retirement income payable to the Participant for his lifetime commencing on the first day  
19 of the month after he attains fifty-five years of age, calculated as for normal retirement in  
20 accordance with the preceding subsection, based on his Average Final Compensation and  
21 his Years of Service as of his Termination of Employment. In lieu of a deferred  
22 retirement income commencing at age fifty-five, such a Participant may elect to receive  
23 his retirement income beginning on his Termination of Employment; or on the first day

1 of any month thereafter prior to age fifty-five. The monthly amount otherwise payable at  
2 age fifty-five that is attributable to Years of Service after the Effective Date shall be  
3 actuarially reduced from age fifty-five to the pension commencement date in accordance  
4 with subsection 4.19.020(B) for a Participant with fewer than twenty full Years of  
5 Service as of the Effective Date. The monthly amount otherwise payable at age fifty-five  
6 to a Participant with more than twenty full Years of Service as of the Effective Date shall  
7 be unreduced.

8 Solely for purposes of computing such Grandfathered Benefit, sick leave  
9 accumulated under the FRS shall be credited as Years of Service and added to no more  
10 than a total of thirty Years of Service for purposes of vesting and to allow such a  
11 Participant to receive a monthly retirement income benefit in excess of seventy-five  
12 percent of Average Final Compensation. Notwithstanding anything to the contrary  
13 herein, sick leave of a Participant who is participating in DROP shall be subject to the  
14 provisions of subsection 4.19.060(E).

15 A Grandfathered Participant who receives such a retirement income benefit shall  
16 receive a refund of his contributions to this Plan, without interest; provided that  
17 contributions to the Plan made on and after the Effective Date by a Participant with fewer  
18 than twenty Years of Service as of the Effective Date are not refundable. All refundable  
19 contributions are payable at the time of his pension commencement date.

20 For example, a Participant with ten Years of Service on the Effective Date, who  
21 retires ten years after the Effective Date, at age fifty with a total of twenty Years of  
22 Service, with annualized Average Final Compensation of \$80,000 for the last two years  
23 before retirement, would be entitled to a deferred pension benefit of \$32,000 (40% of

1 \$80,000) per year beginning at age fifty-five, or an immediate pension beginning at age  
2 fifty of \$26,272. (The \$16,000 attributable to the ten Years of Service before the  
3 Effective Date is unreduced; the \$16,000 attributable to the ten Years of Service after the  
4 Effective Date is actuarially reduced from \$16,000 to \$10,272.) Such amount is subject  
5 to the offset for the Prior Plan benefit as provided in Section 4.19.060(G).

6 A Grandfathered Participant who incurs a Termination of Employment before  
7 completing twenty Years of Service shall receive a refund of his Accumulated  
8 Contributions with Interest in lieu of any pension benefit.

9 E. DROP. Grandfathered Participants who have completed at least twenty  
10 Years of Service may elect to continue active employment and defer receipt of the  
11 retirement benefit for a period not to exceed five years. Any Grandfathered Participant  
12 who has at least twenty Years of Service may elect in writing before retirement to  
13 participate in the deferred retirement option program (“DROP”). A Grandfathered  
14 Participant electing to participate in the DROP program shall continue in active  
15 employment and shall not receive any direct retirement benefit payments during the time  
16 of participation. Upon the start of participation in the DROP program, the Grandfathered  
17 Participant shall make contributions at the rate of one percent of compensation, instead of  
18 the contribution rate required by subsection B of Section 4.19.030. During the period of  
19 participation in the DROP program, the amount that the Grandfathered Participant would  
20 have received as a monthly retirement income benefit (Normal Retirement Benefit under  
21 subsection C or reduced Early Retirement Benefit under subsection D, whichever is  
22 applicable) shall accumulate for the Grandfathered Participant until the Grandfathered  
23 Participant retires. Years of Service earned during the period of participation in the

1 DROP program shall not be credited and shall not be counted in determination of any  
2 service-based retirement benefit.

3 A Grandfathered Participant who elects to stop participation in the DROP  
4 program shall make contributions at the rate of eight percent of the compensation of each  
5 Participant with at least twenty full Years of Service as of the Effective Date, and nine  
6 percent of the compensation of each Participant with fewer than twenty full Years of  
7 Service as of the Effective Date. Service rendered after restoration of the Grandfathered  
8 Participant to non-DROP participation status shall be counted as Years of Service. No  
9 Grandfathered Participant ending participation in the DROP program and returning to  
10 non-DROP participation status shall make any withdrawal from his or her DROP  
11 accumulation until after Termination of Employment. If after return to non-DROP  
12 participation status, a Grandfathered Participant retires, the Grandfathered Participant's  
13 retirement benefit shall be computed on the combination of the Grandfathered  
14 Participant's pre-DROP retirement benefit (based on Average Final Compensation at the  
15 beginning of the DROP period and any applicable reduction for commencement before  
16 age fifty-five) plus an additional benefit earned by the Grandfathered Participant after  
17 returning to non-DROP participation status. Post-DROP Years of Service shall be the  
18 only years used in computing the additional benefit; however, total Years of Service shall  
19 be used to determine the appropriate accrual level of additional benefit, two percent or  
20 five percent, for each year of post-DROP service. Upon retirement the Grandfathered  
21 Participant shall receive retirement income benefits plus the amount of his or her DROP  
22 accumulation. The Grandfathered Participant's DROP accumulation shall be payable, at  
23 the Grandfathered Participant's option, either as a lump sum payment or as a series of

1 quarterly payments of reasonably equal amounts using the declining balance method over  
2 a period of fewer than ten years as selected by the Grandfathered Participant, subject to  
3 the minimum distribution rules of subsection B of Section 4.19.100.

4 If a Grandfathered Participant dies before Termination of Employment while  
5 participating in the DROP program, his or her DROP accumulation shall be payable to  
6 the Grandfathered Participant's designated beneficiary under either of the following  
7 options:

8 (1) A lump sum payment equal to the Grandfathered Participant's DROP  
9 accumulation shall be paid to the Grandfathered Participant's beneficiary  
10 or the Grandfathered Participant's estate. The death benefits for the  
11 beneficiary under the provisions of Section 4.19.080 shall be based on the  
12 Grandfathered Participant's compensation and Years of Service before the  
13 Grandfathered Participant's participation in the DROP program.

14 or

15 (2) The beneficiary may waive any claim to the Grandfathered Participant's  
16 DROP accumulation, in which case any death benefits payable to the  
17 beneficiary under the provisions of Section 4.19.080 shall be calculated as  
18 if the Grandfathered Participant had continued as an employee and had not  
19 participated in the DROP program. Any DROP accumulation which has  
20 been waived as provided in this paragraph shall become funds of the Plan.

21 If a Grandfathered Participant who has elected to participate in the DROP  
22 program subsequently applies for and receives benefits for a disability benefit under the  
23 provisions of Section 4.19.070, the Grandfathered Participant shall forfeit all rights,

1 claims or interest in his DROP accumulation and the Grandfathered Participant's benefits  
2 shall be calculated as if the Grandfathered Participant had continued in employment and  
3 had not elected to participate in the DROP program. Any DROP accumulation which has  
4 been forfeited as provided in this Plan shall become funds of the Plan.

5 The balance of a Grandfathered Participant's DROP accumulation shall be  
6 credited with interest for each Plan Year under one of the following two options, as  
7 elected by the Grandfathered Participant upon entering DROP: (1) the rate of return of  
8 the Trust Fund's investment portfolio, as certified annually by the actuary in the yearly  
9 evaluation report, for the preceding Plan Year, as approved by the Trustees, subject to a  
10 minimum rate of return of 0%; or (2) the rate of return equal to the yield on the ten-year  
11 treasury bond as of the end of the preceding Plan Year, subject to a minimum rate of  
12 return of 0%.

13 Interest shall be credited annually to the Grandfathered Participant's DROP  
14 accumulation beginning with the start of the second Plan Year of participation, based on  
15 the balance at the beginning of the Plan Year. If a withdrawal occurs during a Plan Year,  
16 interest will be determined pro rata for each partial Plan Year before and after the  
17 withdrawal.

18 No Participant may elect to participate in the DROP program more than once.

19 Notwithstanding anything to the contrary in this Chapter, a Grandfathered  
20 Participant who is participating in the DROP program may elect upon Termination of  
21 Employment to have added to his or her DROP accumulation a dollar amount equal to  
22 the number of his sick leave hours accumulated under the FRS multiplied by his or her  
23 hourly rate of pay at the time of Termination of Employment, net of the amount, if any,

1 required to be withheld as taxes by the applicable governmental authorities; or to add  
2 one-half of such dollar amount in the Grandfathered Participant's DROP accumulation, to  
3 add one quarter of such dollar amount to the aggregate total of the Grandfathered  
4 Participant's monthly compensation for the period used in calculating the Grandfathered  
5 Participant's Average Final Compensation, and to have the remaining one-fourth of such  
6 sick leave remain as time and added to the Grandfathered Participant's Years of Service  
7 before the Effective Date. A Grandfathered Participant may make such an election to  
8 have sick leave hours converted to a combination of DROP accumulation, Years of  
9 Service and Average Final Compensation only if the Participant made a comparable  
10 election under The Firemen's Retirement System of St. Louis; and a Grandfathered  
11 Participant who made such an election under The Firemen's Retirement System of  
12 St. Louis shall be deemed to have made such an election under this Plan; so that the  
13 DROP benefit payable from this Plan shall be paid in the same form as the benefit  
14 payable under The Firemen's Retirement System of St. Louis.

15 F. Cost of Living Increases. The grandfathered benefit payable in  
16 accordance with subsections (C), (D), and (E) of this Section shall be increased annually,  
17 as approved by the Board of Trustees beginning with the first increase in the October  
18 following retirement of the Participant and subsequent increases in each October  
19 thereafter, at the rates designated as follows:

- 20 (1) One and one-half percent per year, compounded each year, up to age sixty  
21 for those retiring with at least twenty Years of Service but less than  
22 twenty-five Years of Service,

- 1           (2)    Two and one-fourth percent per year, compounded each year, up to age  
2                   sixty for those retiring with at least twenty-five Years of Service but less  
3                   than thirty Years of Service,
- 4           (3)    Three percent per year, compounded each year, up to age sixty for those  
5                   retiring with thirty or more Years of Service,
- 6           (4)    After age sixty, five percent per year for five years or until a total  
7                   maximum increase of twenty-five percent is reached.

8           Each increase, however, is subject to a determination by the Board of Trustees  
9           that the consumer price index shows an increase of not less than the approved rate during  
10          the preceding twelve month period as designated by the Board of Trustees for the purpose  
11          of promoting consistency with the Consumer Price Index used by the Firemen's  
12          Retirement System of St. Louis. If the increase is in excess of the approved rate for any  
13          year, the excess shall be accumulated as to any retired Participant and increases granted  
14          in subsequent years subject to the maximum allowed for each full year from October  
15          following his retirement but not to exceed a total increase of twenty-five percent. If the  
16          Board of Trustees determines that the index has decreased for any year, the benefits of  
17          any retired Participant that have been increased shall be decreased but not below his  
18          initial benefit. No annual increase shall be made of less than one percent and no decrease  
19          of less than three percent except that any decrease shall be limited by the initial benefit.

20          In addition to the above, Grandfathered Participants may share in ad hoc COLAs,  
21          if any, to which they would be entitled in accordance with the terms and conditions of the  
22          Prior Plan as if such terms and conditions were included in this Plan.

1           G.     Prior Plan Benefit Offset – No Duplication Rule. Subsections 4.19.050(F)  
2 and (G) shall apply to all benefits, including grandfathered benefits. Notwithstanding  
3 anything in this Plan to the contrary, the retirement income benefit payable under this  
4 Plan shall be offset by the amount of retirement income payable under The Firemen’s  
5 Retirement System of St. Louis (and any other defined benefit plan maintained by the  
6 City of St. Louis that is qualified under Section 401 of the Code) to the extent that the  
7 benefit under such other plan or plans is based on Years of Service used as the multiplier  
8 (times a percent of compensation) for purposes of determining the retirement income  
9 benefit under this Plan, so that the benefit accrued under this Plan is earned only because  
10 of years of service after the Effective Date, although vesting, eligibility for retirement and  
11 the rate of accrual for benefits attributable to years of service after the Effective Date is  
12 based on total years of service. The retirement income benefit offset shall be computed  
13 as if the Participant had received his retirement income under the offset plan in the form  
14 of a single life annuity commencing on the day benefits commence to be paid under this  
15 Plan.

16           The benefit of a Participant who enters DROP on or after February 1, 2013 shall  
17 be determined under this Plan, based on all service, including Prior Plan service, but the  
18 benefit of such a Participant shall be offset by the benefit payable under The Firemen’s  
19 Retirement System of St. Louis, so that the benefit accrued under this Plan is earned only  
20 because of years of service after the Effective Date. No member has accrued any sick  
21 leave benefits under this Plan. The benefit under this Plan of a Grandfathered Participant  
22 who elects to have sick leave hours converted shall be adjusted so that the aggregated  
23 total of each of such benefits payable by both this Plan and the offset plan mirrors but

1 does not exceed the amount of such benefits to which the Participant would have received  
2 under this Plan if all such service and compensation had been taken into account only by  
3 this Plan.

4 Notwithstanding anything in this Plan to the contrary, there shall be no  
5 duplication of any benefit under this Plan of a benefit payable from The Firemen's  
6 Retirement System of St. Louis that is attributable to years of service for which a  
7 Participant is entitled to an accrued benefit under The Firemen's Retirement System of  
8 St. Louis, no duplication of any death or disability benefit paid under The Firemen's  
9 Retirement System of St. Louis, and no duplication of any benefit under this Plan  
10 attributable to accumulated sick pay, DROP, or any other factor credited under The  
11 Firemen's Retirement System of St. Louis.

12 **4.19.070 Disability Income.**

13 A. Disability Benefits – General. The disability income provisions of  
14 subsections (B) through (H) of this Section apply to Employees who permanently cease  
15 performance of duties as a firefighter on account of disability on or after the Effective  
16 Date. For purposes of such subsections, the term “Participant” shall mean any Employee  
17 performing services as a firefighter on or after February 1, 2013, while so classified by  
18 the fire department.

19 B. Disability – Line of Duty.

20 (1) A Participant who incurs a Termination of Employment because of a Total  
21 and Permanent Disability resulting from bodily injury incurred while  
22 engaged in the actual performance of duty as a firefighter in response to an  
23 emergency call that renders the Participant totally and permanently unable

1 to engage in any gainful employment in any occupation, shall be entitled  
2 to receive a monthly disability income equal to seventy-five percent of his  
3 Average Final Compensation, while so disabled. A disability shall be  
4 presumed to have been incurred while engaged in the actual performance  
5 of duty as a firefighter in response to an emergency call to the extent the  
6 disability is caused by a disease specified by state pension law applicable  
7 to this Plan as establishing such a presumption, including but not limited  
8 to, Section 87.006 of the Revised Statutes of Missouri, as may be  
9 amended. Such presumption may be rebutted by evidence to the contrary,  
10 such as habitual smoking.

11 (2) A Participant who incurs a Termination of Employment because of a Total  
12 and Permanent Disability resulting from bodily injury incurred while  
13 engaged in the actual performance of duty as a firefighter in response to an  
14 emergency call that renders the Participant totally and permanently unable  
15 to continue his employment as a firefighter, but not other gainful  
16 employment as described in paragraph B(1) of this Section, shall receive a  
17 disability income while so disabled equal to twenty-five percent of his  
18 Average Final Compensation; plus an additional two and seventy-five one  
19 hundredth percent (2.75%) of Average Final Compensation for each Year  
20 of Service in excess of ten years, up to twenty-five Years of Service; plus  
21 an additional eleven and five-tenths (11.5%) percent of Average Final  
22 Compensation for the twenty-fifth Year of Service at the time of such a  
23 Termination of Employment; with a maximum benefit of seventy-five

1 percent of Average Final Compensation. A disability shall be presumed to  
2 have been incurred while engaged in the actual performance of duty as a  
3 firefighter in response to an emergency call to the extent the disability is  
4 caused by a disease specified by state pension law applicable to this Plan  
5 as establishing such a presumption, including but not limited to, Section  
6 87.006 of the Revised Statutes of Missouri, as may be amended. Such  
7 presumption may be rebutted by evidence to the contrary, such as habitual  
8 smoking.

9 Only Grandfathered Participants with at least twenty Years of Service as of the  
10 Effective Date who receive such a disability benefit shall receive a refund of his  
11 contributions to this Plan, without interest; contributions to this Plan made by  
12 Participants with fewer than twenty Years of Service as of the Effective Date who receive  
13 such a disability benefit are not refundable. All refundable contributions are payable at  
14 the time of his disability commencement date.

15 C. Disability – Other. A Participant who incurs a Termination of  
16 Employment after completing at least five Years of Service because of a Total and  
17 Permanent Disability that is not described in subsection (B) (outside the line of duty) that  
18 renders the Participant totally and permanently unable to engage in any gainful  
19 employment in any occupation shall be entitled to receive a monthly disability income  
20 equal to the greater of twenty-five percent of his Average Final Compensation or ninety  
21 percent of the benefit accrued under the formula in subsection 4.19.050(A) as of the time  
22 of such a Termination of Employment, while so disabled.

1           Only Grandfathered Participants with at least twenty Years of Service as of the  
2 Effective Date who receive such a disability benefit shall receive a refund of his  
3 contributions to this Plan, without interest; contributions to this Plan made by  
4 Participants with fewer than twenty Years of Service as of the Effective Date who receive  
5 such a disability benefit are not refundable. All refundable contributions are payable at  
6 the time of his disability commencement date.

7           D.     Cost of Living Increases.

8           (1)     Following commencement of disability income payments to a  
9 Participant, benefits paid to such Participant pursuant to subsection (B) or  
10 subsection (C) of this Section shall be increased as of each October 1, with the  
11 first increase in the October following commencement of disability income  
12 payments and each October thereafter, by an amount equal to the lesser of three  
13 percent or the increase in the Consumer Price Index during the preceding twelve  
14 month period as designated by the Board of Trustees for the purpose of promoting  
15 consistency with the Consumer Price Index used by the Firemen's Retirement  
16 System of St. Louis; up to a maximum aggregate increase of twenty-five percent.

17           (2)     Notwithstanding the provisions of paragraph (2) of this subsection,  
18 in the case of a Participant who incurs a Termination of Employment because of a  
19 Total and Permanent Disability resulting from bodily injury incurred while the  
20 Participant was engaged in the actual performance of duty as a firefighter in  
21 response to an emergency call that renders the Participant totally and permanently  
22 unable to engage in any gainful employment in any occupation, following  
23 commencement of disability income payments to the Participant, benefits paid to

1 such Participant pursuant to subsection (B) of this Section shall be increased as of  
2 each October 1, with the first increase in the October following commencement of  
3 disability income payments and each October thereafter, by three percent per  
4 year, compounded each year up to age sixty; and after age sixty by five percent  
5 per year for five years or until a total maximum increase of twenty-five percent is  
6 reached; provided that each such increase is subject to a determination by the  
7 Board of Trustees that the consumer price index shows an increase of not less  
8 than the approved rate during the preceding twelve month period as designated  
9 by the Board of Trustees for the purpose of promoting consistency with the  
10 Consumer Price Index used by the Firemen's Retirement System of St. Louis. If  
11 the increase is in excess of the approved rate for any year, the excess shall be  
12 accumulated as to any retired member and increases may be granted in subsequent  
13 years subject to the maximum allowed for each full year from October following  
14 his retirement but not to exceed a total increase of twenty-five percent. If the  
15 Board of Trustees determines that the index has decreased for any year, the  
16 benefits of any retired member that have been increased shall be decreased but not  
17 below his initial benefit. No annual increase shall be made of less than one  
18 percent and no decrease of less than three percent except that any decrease shall  
19 be limited by the initial benefit.

20 Notwithstanding anything to the contrary in the Plan, Grandfathered  
21 Participants may share in ad hoc COLAs, if any, to which they would be entitled  
22 in accordance with the terms and conditions of the Prior Plan.

1           E.     Total and Permanent Disability. An Employee shall be deemed to be  
2     Totally and Permanently Disabled when, on the basis of qualified medical evidence, he is  
3     found by the Board of Trustees to be totally and permanently prevented from performing  
4     the duties described in the applicable paragraph of subsection (B) or (C) of this Section.

5           F.     Discontinuance of Disability Benefits. If, based on qualified medical  
6     advice, it is reasonably possible for a disabled beneficiary to recover for the condition  
7     that caused him to be Totally and Permanently Disabled, once each year during the first  
8     five years following the commencement of disability income, and once in every three  
9     year period thereafter, the Board of Trustees shall require the disability beneficiary to  
10    undergo a medical examination to be made at a place designated by the Board of  
11    Trustees, and to be made by a physician or physicians designated by the Board of  
12    Trustees. Should any disability beneficiary refuse to submit to a medical examination, his  
13    disability income shall be discontinued until his withdrawal of the refusal, and if his  
14    refusal continues for one year all rights in and to his disability income shall be revoked  
15    by the Board of Trustees.

16           Payment of disability benefits under this Section shall be discontinued upon the  
17    earliest of the following:

- 18           (1)    the refusal of the Participant to undergo a medical examination;  
19           (2)    the time as of which the Board of Trustees finds the Participant is no  
20                   longer Totally and Permanently Disabled; or  
21           (3)    the death of the Participant.

22           After the Board of Trustees finds the Participant is no longer Totally and  
23    Permanently Disabled and during such time as the Participant is not receiving a disability

1 benefit pursuant to this Section, the Participant shall be entitled to a pension benefit in the  
2 amount and at the time or times determined in accordance with Sections 4.19.050 and  
3 4.19.060, as applicable, based on Average Final Compensation and Years of Service at  
4 Termination of Employment.

5 G. Adjustment of Disability Income. If the disability beneficiary is engaged,  
6 or is able to engage, in a gainful occupation other than firefighter paying more than the  
7 difference between his disability income and the then current rate of pay for the rank held  
8 by the Participant at the time of retirement (indexed as described below), the amount of  
9 his disability income shall be reduced to an amount which together with the amount  
10 earnable by him in such other occupation shall equal the amount of such current rate of  
11 pay. If his earning capacity is later changed, the amount of his disability income may be  
12 further modified. The then current rate of pay for the rank held by the Participant at the  
13 time of retirement shall be increased as of each October 1, with the first increase in the  
14 October following commencement of disability income payments and each October  
15 thereafter, by an amount equal to the lesser of three percent or the increase in the CPI (as  
16 defined in subsection D of this Section) for the previous calendar year; up to a maximum  
17 aggregate increase of twenty-five percent.

18 A disabled beneficiary shall submit a copy his annual federal income tax return to  
19 the Board of Trustees for each calendar year for which the beneficiary is eligible of a  
20 disability benefit under this Section. Payment of disability benefits of a beneficiary shall  
21 be discontinued if the beneficiary fails to submit a copy of his federal income tax return  
22 to the Board of Trustees by the 15<sup>th</sup> day of October immediately following the end of

1 calendar year. The Board of Trustees shall audit the validity of at least two percent of  
2 such tax returns.

3 H. Tuition Reimbursement.

4 (1) Except for a disability described in paragraph B(1) or paragraph C  
5 of this Section, a Participant receiving disability benefits under this Section may  
6 receive reimbursement for educational tuition expenses for attending a college,  
7 university, community college, or vocational or technical school as a Full-Time  
8 Student upon proof of payment to such institution in an amount not to exceed the  
9 tuition for a state resident at the University of Missouri – St. Louis. A Participant  
10 receiving disability benefits shall apply for such tuition reimbursement no later  
11 than three years after the Participant first becomes entitled to a disability benefit  
12 under this Plan. Such right to reimbursement shall cease when the disabled  
13 Participant ceases to be a Full-Time Student, fails to provide verified proof of  
14 achievement of a grade point average of two on a four-point scale or the  
15 equivalent on another scale for each academic term, or if the disabled Participant  
16 is restored to active service as a firefighter, but in no event shall such education  
17 reimbursement be available after the end of the five-year period beginning when  
18 the Participant first becomes entitled to a disability benefit under this Plan.

19 (2) Notwithstanding anything to the contrary in Subsection  
20 4.19.070(H)(1) above, the Board of Trustees shall be authorized and are directed  
21 to amend the Plan by deleting and removing Subsection 4.19.070(H)(1) in its  
22 entirety if the Internal Revenue Service determines that the terms contained in  
23 Subsection 4.19.070(H)(1) prevent the Plan from attaining qualified status.

1 **4.19.080 Death Benefits.**

2 A. Active Participants. Upon the receipt of proper proof of the death of a  
3 Participant while an Employee, or the death of a Participant who incurred a Termination  
4 of Employment while in service and was receiving a retirement income benefit or a  
5 disability benefit at the time of his death, provided no other benefits are payable, there  
6 shall be paid a retirement allowance to the widow(er) of the Participant during her or his  
7 widowhood of twenty-five percent of the deceased Participant's Average Final  
8 Compensation, or two hundred dollars per month, whichever is greater, plus ten percent  
9 of such compensation to or for the benefit of each unmarried dependent child of the  
10 deceased Participant who is either under age eighteen or who is totally and permanently  
11 mentally or physically incapacitated regardless of age, but not in excess of three children,  
12 and paid as the Board of Trustees in its discretion directs. Any widow(er) who is  
13 receiving retirement benefits upon application to the Board of Trustees shall be made,  
14 constituted, appointed and employed by the Board as a special consultant on the problems  
15 of retirement, aging, and other state matters, during her or his widowhood, and upon  
16 request of the Board, give opinions, and be available to give opinions in writing, or  
17 orally, in response to such request, as may be required, and for such services shall be  
18 compensated monthly, in an amount, which when added to any monthly retirement  
19 benefits being received, shall not exceed fifty percent of the deceased Participant's  
20 average final compensation or two hundred dollars (\$200.00) whichever is greater. This  
21 compensation shall be consolidated with any other retirement benefits payable to such  
22 widow and shall be paid in the manner and from the same fund as her other retirement  
23 benefits under this chapter, and shall be treated in all aspects under the laws of this state

1 as retirement benefits paid pursuant to this chapter.

2 If no widow(er) benefits are payable pursuant to this Section, such total benefit as  
3 would have been paid had there been a widow(er) (twenty-five percent of compensation)  
4 shall be divided among the unmarried dependent children under age eighteen and such  
5 unmarried children, regardless of age, who are totally and permanently mentally or  
6 physically incapacitated, and paid to, or for the benefit of, each such child, as the Board  
7 of Trustees in its discretion directs, until the respective child attains the age of eighteen or  
8 is no longer incapacitated, whichever is applicable.

9 Any benefit payable to, or for the benefit of, a child or children under the age of  
10 eighteen years pursuant to this Section shall be paid beyond the age of eighteen years  
11 through the age of twenty-five years in such cases where the child is a Full-Time Student  
12 at a regularly accredited college, business school, nursing school, school for technical or  
13 vocational training or university, but such benefit shall cease whenever the child ceases to  
14 be a Full-Time Student. A college or university shall be deemed to be regularly  
15 accredited which maintains membership in good standing in a national or regional  
16 accrediting agency recognized by any state college or university.

17 B. Accidental Death in Line of Duty. Upon the receipt of evidence and proof  
18 that a Participant died as the result of an accident or exposure at any time, or place,  
19 provided that at such time or place the Participant was in the actual performance of his  
20 duty as a firefighter and, in the case of an exposure, while in response to an emergency  
21 call, or was acting pursuant to orders, there shall be paid in lieu of all other benefits the  
22 following benefits:

- 1           (1)    A retirement income to the widow(er) during the person's widowhood of  
2                   fifty percent of the deceased Participant's Average Final Compensation,  
3                   plus ten percent of such compensation to or for the benefit of each  
4                   unmarried dependent child of the deceased Participant, who is either under  
5                   the age of eighteen, or who is totally and permanently mentally or  
6                   physically incapacitated, regardless of age, but not in excess of a total of  
7                   three children, including both classes, and paid as the Board of Trustees in  
8                   its discretion directs.
- 9           (2)    If no widow(er) benefits are payable pursuant to subdivision (1), the total  
10                   income that would have been paid had there been a widow(er) shall be  
11                   divided among the unmarried dependent children under the age of  
12                   eighteen and such unmarried children, regardless of age, who are totally  
13                   and permanently mentally or physically incapacitated, and paid to, or for  
14                   the benefit of, each such child, as the Board of Trustees in its discretion  
15                   directs, until the respective child attains the age of eighteen or is no longer  
16                   incapacitated, whichever is applicable.
- 17          (3)    Any benefit payable to, or for the benefit of, a child or children under the  
18                   age of eighteen years pursuant to subdivisions (1) and (2) of this Section  
19                   shall be paid beyond the age of eighteen years through the age of twenty-  
20                   five years in such cases where the child is a Full-Time Student at a  
21                   regularly accredited college, business school, nursing school, school for  
22                   technical or vocational training or university, but such benefit shall cease  
23                   whenever the child ceases to be a student. A college or university shall be

1           deemed to be regularly accredited which maintains membership in good  
2           standing in a national or regional accrediting agency recognized by any  
3           state college or university.

4           (4)   Wherever any dependent child designated by the Board of Trustees to  
5           receive benefits pursuant to this Section is in the care of the widow(er) of  
6           the deceased Participant, the child's benefits may be paid to the widow(er)  
7           for the child.

8           (5)   The widow(er) of a Participant with at least twenty full Years of  
9           Service as of the Effective Date who receives such a death benefit  
10          shall receive a refund of the contributions of the Participant to the  
11          Plan, without interest.

12          The benefit of a widow(er) entitled to a death benefit in accordance with  
13          subsection B(1) whose Participant spouse died on the scene of a fire as a direct and  
14          proximate cause of an accident that occurred while the Participant was engaged in the  
15          actual performance of his duty as a firefighter shall be increased from fifty percent to  
16          sixty-two and one-half percent.

17          C.    Funeral Expenses. In addition to any other death benefit to which a  
18          Participant may be entitled, whenever an active or retired Participant shall die, the Board  
19          of Trustees shall pay from the Trust a sum of two thousand dollars to the widow(er) or  
20          beneficiary of the Participant for funeral expenses. [Section Twenty-One of BB109]

21          D.    Accumulated Contributions. A beneficiary shall be repaid the total  
22          amount of the contributions to the Plan, without interest, made by a deceased Participant  
23          with at least twenty full Years of Service as of the Effective Date who died while

1 employed in Covered Employment, upon receipt of proof of the death of the Participant.

2 **4.19.090 Limitations of Benefits.**

3 Notwithstanding any other provisions of the Plan to the contrary, the member  
4 contributions paid to and retirement benefits paid from the plan shall be limited to such  
5 extent as may be necessary to conform to the requirements of Section 415 of the Code for  
6 a qualified pension plan pursuant to policies adopted by the Board of Trustees, which are  
7 incorporated herein by reference.

8 **4.19.100 Payment of Benefits.**

9 A. Claim for Benefits. No pension or other benefit shall be payable under  
10 this Plan to any Participant or beneficiary except as expressly provided for in this  
11 Section. The Board of Trustees shall authorize payments under this Plan.

12 No pension or other benefit shall be payable until the Participant or beneficiary  
13 shall have filed a claim for benefits with the Board of Trustees or its designated  
14 representative. Such claim must be submitted in writing on a form provided by, or  
15 suitable to, the Board of Trustees at least thirty days but not more than ninety days prior  
16 to the date on which payments begin. Notwithstanding the foregoing sentence, the  
17 Administrator may permit a retroactive annuity starting date for commencement of  
18 monthly benefits payable to a Participant or beneficiary. The Board of Trustees may  
19 require any applicant to furnish it with such information or identification as may be  
20 reasonably necessary, including a copy of the Participant's death certificate, if applicable.

21 B. Latest Time of Payment. This section does not contain the general rules of  
22 the Plan governing the time and form of distribution. In particular, this Section in and of  
23 itself does not give any right to a Participant or Beneficiary to defer distributions beyond

1 the time of distribution provided in the preceding Sections. The provisions of this  
2 Section shall apply only to the extent they specifically override the other provisions of  
3 this Plan governing the payment of pensions.

4 Notwithstanding anything to the contrary in the Plan and regardless of any  
5 election of the Participant, distribution of the Participant's retirement benefit shall  
6 commence no later than the Participant's Required Beginning Date. The Required  
7 Beginning Date of a Participant is April 1<sup>st</sup> of the calendar year following the later of (i)  
8 the calendar year in which the Participant attains age seventy and one-half; and (ii) the  
9 calendar year in which the Participant incurs a Termination of Employment.

10 The Participant's entire interest under the Plan shall be distributed in the form of  
11 nonincreasing periodic annuity payments beginning on the Participant's Required  
12 Beginning Date and extending over the life of the Participant or the joint lives of the  
13 Participant and a designated beneficiary (as determined in accordance with Treas. Reg.  
14 §1.401(a)(9)-4), or over a period not extending beyond the life expectancy of the  
15 Participant or the joint life expectancy of the Participant and a designated beneficiary.

16 If a Participant dies after payments have begun in accordance with the  
17 immediately preceding paragraph but before the Participant's entire interest has been  
18 distributed, the remaining portion of such interest shall be distributed at least as rapidly as  
19 under the method of distribution in effect as of the date of the Participant's death. If a  
20 Participant dies before payments have begun in accordance with the immediately  
21 preceding paragraph, the entire interest of the Participant shall be distributed:

- 22 (1) if payable to (or for the benefit of) a designated beneficiary in a form other  
23 than a single sum distribution, over the life of the designated beneficiary

1 (or over a period not extending beyond the life expectancy of such  
2 beneficiary), beginning not later than one year after the date of the  
3 Participant's death, or if the sole designated beneficiary is the Participant's  
4 surviving spouse, by December 31<sup>st</sup> of the calendar year in which the  
5 Participant would have attained age seventy and one-half, if later; and

6 (2) if payable to (or for the benefit of) a designated beneficiary in the form of  
7 a single sum distribution, the entire interest of the Participant shall be  
8 distributed within five years after the Participant's death.

9 If the surviving spouse described in subdivision (1) above dies before the  
10 distributions to such spouse begin, this subdivision shall be applied as if the surviving  
11 spouse were the Participant.

12 All distributions required under this Section shall be determined and made in  
13 accordance with Section 401(a)(9) of the Code and Treas. Reg. §§1.401(a)(9)-2 through  
14 1.401(a)(9)-9, including the incidental death benefit requirements of Section 401(a)(9)(G)  
15 of the Code and Treas. Reg. thereunder. The requirements of this Section will take  
16 precedence over any inconsistent provisions of the Plan. The provisions of Section  
17 401(a)(9) of the Code, including the incidental death benefit requirements of Section  
18 401(a)(9)(G), and the regulations thereunder, are hereby incorporated by reference.

19 C. Payments to Legal Incompetents. If the Board of Trustees shall receive  
20 satisfactory evidence that a Participant or beneficiary entitled to receive any benefit  
21 under this Plan is, at the time when such benefit becomes payable, physically unable or  
22 mentally incompetent to receive such benefit and to give a valid release therefor and that  
23 another person or an institution is then maintaining or has custody of such Participant or

1 beneficiary, and that no guardian or other representative of the estate of such Participant  
2 or beneficiary shall have been duly appointed, then the Board of Trustees may authorize  
3 payment of such benefit otherwise payable to such Participant or beneficiary to such  
4 other person or institution, and the release of such other person or institution shall be  
5 valid and complete discharge for the payment of such benefit.

6 D. Misstatement in Application for Pension. If any Participant or any  
7 beneficiary in his application for a pension or in response to a request of the Board of  
8 Trustees for information gives any material fact which is erroneous or omits any material  
9 fact or fails before receiving his first payment to correct any material fact that he  
10 previously incorrectly furnished, the amount of his annuity shall be corrected and/or  
11 adjusted on the basis of the correct information and the amount of any overpayment or  
12 underpayment theretofore made to such Participant shall be deducted from or added to  
13 his next succeeding payments as the Board of Trustees shall direct.

14 **4.19.110 Special Payment Rules.**

15 A. Offset of Benefits. Notwithstanding anything to the contrary in this  
16 ordinance, any amounts paid by the City under the provisions of The Workers'  
17 Compensation Law of the state of Missouri to a Participant, or to the dependents of a  
18 Participant on account of any disability or death, shall be offset against and payable in  
19 lieu of any benefits payable out of the Trust Fund.

20 B. Benefits for Re-Hired Retirees. If a Participant is re-employed after his or  
21 her Annuity Starting Date, pension payments shall be suspended while the Participant is  
22 re-employed as an active Employee. Such a Participant shall continue to accrue benefits  
23 based on Years of Service, if any, credited after such re-employment. The Participant's

1 benefit shall be recomputed upon a subsequent Termination of Employment in  
2 accordance with the terms of the Plan in effect at such time.

3 C. Qualified Domestic Relations Orders. In the event the former spouse of a  
4 Participant is entitled to a benefit under this Plan pursuant to a Qualified Domestic  
5 Relations Order, as described in Section 414(p) of the Code, such former spouse may  
6 receive such benefit in the form of a single life annuity for the lifetime of such spouse  
7 commencing on or after such Participant attains his Early Retirement Date. The monthly  
8 amount of such a single life annuity shall be determined so that such benefit is the  
9 Actuarial Equivalent, determined as of the benefit commencement date in accordance  
10 with subsection 4.19.020(B), of the portion of the Accrued Benefit of the Participant  
11 payable to the former spouse pursuant to the Qualified Domestic Relations Order.  
12 Notwithstanding anything to the contrary in the Plan, the Accrued Benefit of a Participant  
13 shall be reduced by an amount equal to the Actuarial Equivalent of any benefit paid to his  
14 former spouse pursuant to a Qualified Domestic Relations Order.

15 To the extent a former spouse is treated as the spouse of the Participant by reason  
16 of a Qualified Domestic Relations Order, any current spouse of the Participant shall not  
17 be treated as the spouse. Where, because of a Qualified Domestic Relations Order, more  
18 than one individual is to be treated as the spouse of a Participant, the total amount paid  
19 from the Plan shall not exceed the amount that would be paid if there were only one  
20 spouse.

21 No benefit shall be payable to a former spouse pursuant to a Qualified Domestic  
22 Relations Order, as described in Section 414(p) of the Code, until the former spouse shall  
23 have filed a claim for benefits with the Board of Trustees or its designated representative.

1 Such a claim must be submitted in writing on a form provided by or suitable to the Board  
2 of Trustees at least fifteen days prior to the date on which payments begin. Payments to a  
3 former spouse in the form prescribed in this Section may be made prior to the time  
4 payments are made to the Participant.

5 D. Direct Rollover of Eligible Rollover Distributions. For purposes of  
6 compliance with Section 401(a)(31) of the Code, notwithstanding any provision of the  
7 Plan to the contrary that would otherwise limit a distributee's election under this Section,  
8 a distributee may elect, at the time and in the manner prescribed by the Board of Trustees,  
9 to have any portion of an eligible rollover distribution, if any, paid directly to an eligible  
10 retirement plan specified by the distributee in a direct rollover.

11 *Definitions.*

12 (1) *Eligible rollover distribution:* An eligible rollover distribution is any  
13 distribution of all or any portion of the balance to the credit of the  
14 distributee, except that an eligible rollover distribution does not include:  
15 (a) any distribution that is one of a series of substantially equal  
16 periodic payments (not less frequently than annually) made for the life (or  
17 the life expectancy) of the distributee or the joint lives (or joint life  
18 expectancies) of the distributee and the distributee's designated  
19 beneficiary, or for a specified period of ten years or more;  
20 (b) any distribution to the extent such distribution is required under  
21 Section 401(a)(9) of the Internal Revenue Code;  
22 (c) the portion of any distribution that is not includible in gross  
23 income; provided, however, a portion of a distribution shall not fail to be

1 an eligible rollover distribution merely because the portion consists of  
2 after-tax employee contributions that are not includible in gross income,  
3 but such portion may be transferred only:

4 (I) to an individual retirement account or annuity  
5 described in Section 408(a) or (b) of the Code or to a qualified  
6 defined contribution plan described in Section 401(a) of the Code  
7 that agrees to separately account for amounts so transferred (and  
8 earnings thereon), including separately accounting for the portion  
9 of the distribution that is includible in gross income and the portion  
10 of the distribution that is not so includible;

11 (II) to a qualified defined benefit plan described in  
12 Section 401(a) of the Code or to an annuity contract described in  
13 Section 403(b) of the Code, that agrees to separately account for  
14 amounts so transferred (and earnings thereon), including separately  
15 accounting for the portion of the distribution that is includible in  
16 gross income and the portion of the distribution that is not so  
17 includible; or

18 (III) to a Roth IRA described in Section 408A of the  
19 Code;

20 and

21 (d) any other distribution which the Internal Revenue Service  
22 does not consider eligible for rollover treatment, such as certain  
23 corrective distributions necessary to comply with the provisions of

1 section 415 of the Internal Revenue Code or any distribution that is  
2 reasonably expected to total less than \$200 during the year. The  
3 definition of eligible rollover distribution also includes a  
4 distribution to a surviving spouse.

5 (2) *Eligible retirement plan:* An eligible retirement plan is any of the  
6 following that accepts the distributee's eligible rollover distribution:

7 (a) an individual retirement account described in Section 408(a) of the  
8 Code,

9 (b) an individual retirement annuity described in Section 408(b) of the  
10 Code,

11 (c) an annuity plan described in Section 403(a) of the Code,

12 (d) a qualified trust described in Section 401(a) of the Code,

13 (e) an annuity contract described in Section 403(b) of the  
14 Code,

15 (f) a plan eligible under Section 457(b) of the Code that is  
16 maintained by a state, political subdivision of a state, or any  
17 agency or instrumentality of a state or a political subdivision of a  
18 state that agrees to separately account for amounts transferred into  
19 that plan from the retirement system, or

20 (g) a Roth IRA described in Section 408A of the Code.

21 (3) *Distributee:* A distributee includes an employee or former  
22 employee. In addition, the employee's or former employee's  
23 surviving spouse and the employee's or former employee's spouse

1 or former spouse who is the alternate payee under a qualified  
2 domestic relations order, as defined in Section 414(p) of the Code,  
3 are distributees with regard to the interest of the spouse or former  
4 spouse. A distributee further includes a nonspouse beneficiary who  
5 is a designated beneficiary as defined by Section 401(a)(9)(E) of  
6 the Code. However, a nonspouse beneficiary may only make a  
7 direct rollover to an individual retirement account or individual  
8 retirement annuity established for the purpose of receiving the  
9 distribution, and the account or annuity shall be treated as an  
10 "inherited" individual retirement account or annuity.

11 (4) *Direct rollover:* A direct rollover is a payment by the Plan to the eligible  
12 retirement plan specified by the distributee.

13 E. Anti-Assignment. Benefits provided under the plan may not be assigned  
14 or alienated except otherwise provided by law.

15 **4.19.120 Funding.**

16 A. Pension Fund. The City shall establish a Trust Fund into which it shall  
17 make contributions at such times and in such amounts as the Actuary shall determine to  
18 keep the Trust Fund actuarially sound with respect to the obligation to pay the benefits  
19 under the Plan. The assets in the Trust Fund shall be held by the Trustee for the  
20 exclusive benefit of the Participants and beneficiaries and at no time prior to the  
21 satisfaction of all of the liabilities under the Plan to pay benefits to Participants and  
22 beneficiaries shall any part of the Trust Fund be used for or diverted to any purpose other  
23 than for their exclusive benefit or to pay administrative expenses of the Plan, except as

1 specifically provided in this Plan. The Trust Fund must not revert, and no contributions  
2 shall be permitted to be returned, to the City, except due to a mistake of fact as permitted  
3 by Revenue Ruling 91-4.

4 B. Annual Actuarial Examination. At least once each year, the Board of  
5 Trustees shall cause the liabilities of the Plan with respect to retirement benefits to be  
6 evaluated by an Actuary who shall report on the soundness and solvency of the Trust  
7 Fund in relation to such liabilities and on the amount of the contribution for the year  
8 which is appropriate to keep the Trust Fund actuarially sound with respect to the  
9 obligation to pay the benefits under the Plan. Except as described below, each such  
10 report shall be delivered to the City's Budget Director no later than March 1<sup>st</sup> of each  
11 year.

12 The Actuary shall use the entry age normal method, amortizing the unfunded  
13 accrued liability as a level percent of payroll over a closed thirty year period. If the  
14 Board of Trustees fails to provide the actuarial valuation on or before the deadline for a  
15 Plan Year, the amount of the contribution for such year shall be determined by an  
16 Actuary retained by the City.

17 Actuaries retained by the Board of Trustees shall be subject to the procurement  
18 rules contained in Ordinance 64102, or its successor.

19 At least every five years, the Board of Trustees shall engage the Actuary to  
20 review the mortality, service and compensation experience of the Participants and  
21 beneficiaries of the Plan and update mortality and other assumptions as appropriate.

22 C. Rights of Participants. No person shall have any financial interest in, or  
23 right to, any benefits or assets in the Trust Fund, except as expressly provided for in this

1 Plan. The payment of all benefits accrued under this Plan is hereby made an obligation  
2 of the City.

3 D. Return of Employer Contributions. In the event a contribution by the City  
4 is made by reason of a mistake of fact, the excess of the amount contributed over the  
5 amount that would have been contributed had there not occurred a mistake of fact  
6 (without earnings attributable to such excess, but after reduction of losses attributable  
7 thereto) must be returned to the City within one year of such a mistaken payment.

8 **4.19.130 Trust Fund Investments.**

9 A. Trust Fund. The funds accumulated under the Plan shall be held in trust  
10 for the exclusive benefit of the Participants of the Plan and their beneficiaries by the  
11 Board of Trustees in accordance with this Section.

12 B. Investment of Trust Assets. The Board of Trustees shall have the  
13 authority and discretion to invest the assets of the Plan in accordance with this Section,  
14 except to the extent that the authority to manage, acquire or dispose of assets of the Plan  
15 is delegated to one or more investment managers. The Board of Trustees may, but shall  
16 not be required to, appoint an investment manager or managers to manage all or any  
17 portion of the assets of the Trust Fund. An investment manager shall have the authority  
18 and discretion to manage and control the assets of the Plan assigned to it by the Board of  
19 Trustees, in accordance with the agreement between the investment manager and the  
20 Board of Trustees. The Board of Trustees shall not be obligated to invest or otherwise  
21 manage any assets of the Plan so assigned to an investment manager, nor shall the Board  
22 of Trustees be liable for the acts or omissions of such an investment manager.

1           The selection of investment managers shall be based solely on sound investment  
2 principles in the best interest of the Trust Fund for the best interests of the Plan  
3 Participants and beneficiaries. No member of the Board of Trustees shall have any  
4 personal interest in the selection of an investment manager, except benefits from an  
5 interest in investments common to all Participants in the Plan. The Board of Trustees  
6 shall keep a record of the process for the selection of investment managers, which shall  
7 be open to public inspection except as provided by law.

8           Upon transfer of the assets of the Prior Plan to the Trust Fund, each investment  
9 manager of assets of the Prior Plan shall continue to manage the assets assigned to it at  
10 the time of the transfer, until the Board of Trustees removes such investment manager or  
11 reduces the amount of assets assigned to it.

12           C.     Standard of Care. The Board of Trustees shall invest and manage the  
13 assets of the Trust Fund as a prudent investor would, taking into account the purposes,  
14 terms, distribution requirements, and other circumstances of the Plan. In satisfying this  
15 standard, the Board of Trustees shall exercise reasonable care, skill and prudence. No  
16 member of the Board of Trustees shall have any interest in the gains or profits made on  
17 any investment, except benefits from an interest in investments common to all  
18 Participants in the Plan.

19           D.     Appointment of Board of Trustees. The Board of Trustees shall be  
20 constituted as follows:

21     (1)    The Budget Director of the City, ex officio;

- 1 (2) The Comptroller of the City or Comptroller's designee, ex officio. The  
2 Comptroller's designee must be an active, full-time employee of the City  
3 Comptroller's office;
- 4 (3) Two members to be appointed by the Mayor of the City to serve for a term of two  
5 years;
- 6 (4) Two members to be elected by actively employed Participants in the Plan for a  
7 term of three years who shall hold office while Participants in the Plan.  
8 Notwithstanding the foregoing sentence, the member elected by the actively  
9 employed Participants in the Plan with the highest percentage of votes at the first  
10 election held after the Effective Date shall hold office for an initial term of four  
11 years, and shall hold office for three year terms thereafter;
- 12 (5) One member who shall be a retired firefighter to be elected by the retired  
13 firefighters who shall hold office for a term of three years.

14 No active or retired firefighter may serve as a Trustee under this Plan and the  
15 Prior Plan simultaneously.

16 If a vacancy occurs in the office of the Trustee the vacancy shall be filled for the  
17 unexpired term in the same manner as the office was previously filled.

18 The Trustees shall serve without compensation, but they shall be reimbursed from  
19 the expense fund for all necessary expenses which they may incur through service on the  
20 Board.

21 Each Trustee shall within ten days after his appointment or election take an oath  
22 of office before the Clerk of the Circuit Court of the City, that, so far as it devolves upon  
23 him, he will diligently and honestly administer the affairs of the Board and that he will

1 not knowingly violate or willingly permit to be violated any of the provisions of the law  
2 applicable to the Plan. The oath shall be subscribed to by the member making it and  
3 certified by the Clerk of the Circuit Court.

4 Each Trustee shall be entitled to one vote on the Board. An affirmative vote by a  
5 majority of the members then serving shall be necessary for a decision by the Trustees at  
6 any meeting of the Board.

7 E. Powers of the Board of Trustees. Without limiting the powers of the  
8 Trustees, the Trustees are authorized and empowered:

- 9 (1) To invest the Trust Fund in such bonds, notes, debentures, mortgages,  
10 insurance contracts, trust certificates, preferred or common stocks or in  
11 any other property, real or personal, as the trustees may deem advisable;  
12 and to hold in cash such portion of the Trust Fund as shall be reasonable  
13 under the circumstances, pending investment or payment of expenses or  
14 distribution of benefits;
- 15 (2) To sell, exchange, convey, transfer or dispose of and also to grant options  
16 with respect to any property, whether real or personal, at any time held by  
17 it; any sale may be made by private contract or by public auction; and no  
18 person dealing with the trustees shall be bound to see to the application of  
19 the purchase money or to inquire into the validity, expediency or propriety  
20 of any such sale or other disposition;
- 21 (3) To retain, manage, operate, repair and improve and to mortgage or lease  
22 for any period any real estate held by the Board of Trustees;

- 1           (4)    To compromise, compound and settle any debt or obligation due to or  
2                    from it as trustee hereunder and to reduce the rate of interest on, to extend  
3                    or otherwise modify, to foreclose upon default, or to otherwise enforce  
4                    any such obligation;
- 5           (5)    To vote in person or by proxy on any stocks, bonds or other securities held  
6                    by it; to exercise any options appurtenant to any stocks, bonds or other  
7                    securities for the conversion thereof into other stocks, bonds or other  
8                    securities or to exercise any rights to subscribe for additional stocks, bonds  
9                    or other securities and to make any and all necessary payments; to join in,  
10                  or to dissent from, and to oppose the reorganization, recapitalization,  
11                  consolidation, sale or merger of corporations or properties in which it may  
12                  be interested as trustees, upon such terms and conditions as they may  
13                  deem wise, and to accept any securities which may be issued upon any  
14                  such reorganization, recapitalization, consolidation, sale or merger;
- 15          (6)    To make, execute, acknowledge and deliver any and all deeds, leases,  
16                    assignments and any and all other instruments that may be necessary or  
17                    appropriate to carry out the powers herein granted;
- 18          (7)    Subject to the limitations set forth in this ordinance, to enforce any right,  
19                    obligation or claim and, in general, to protect in any way the interests of  
20                    the Trust Fund, either before or after default, and, where it shall consider  
21                    such action in the best interest of the Trust Fund to abstain from the  
22                    enforcement of any right, obligation or claim and to abandon any property,  
23                    whether real or personal, which at any time may be held by it;



1 (12) To establish an investment policy, which sets out investment objectives,  
2 goals and guidelines for the investment of the assets over which the Board  
3 of Trustees or an Investment Manager has discretionary control; and

4 (13) To enforce collection of receivables, including an obligation of the City to  
5 make a contribution to the plan.

6 F. Removal of Trustee. The mayor of the City of St. Louis may remove a  
7 member of the Board of Trustees appointed by the mayor.

8 G. Audit. At the direction of the Director of Personnel, the Board of Trustees  
9 shall obtain an audit by an unrelated accounting or pension consulting firm to verify that  
10 the directions of the Trustees, and the payments from the Plan, are made in accordance  
11 with the terms of the Plan.

12 H. Bond. Each member of the Board of Trustees shall be bonded for at least  
13 \$500,000, or any other amount set by the Director of Personnel. The bond shall provide  
14 protection to the Plan against loss to the Plan by reason of acts of fraud or dishonesty, or  
15 intentional disregard of the terms of the Plan.

16 **4.19.140 Administration – Powers and Duties of Trustees**

17 A. Plan Administrator. The authority and responsibility for the interpretation,  
18 operation and general administration of the Plan shall be vested in the Board of Trustees.

19 B. Duties of Plan Administrator. The Board of Trustees shall have the  
20 discretionary authority and responsibility to interpret and manage the Plan and exercise  
21 all fiduciary responsibilities with respect to the Plan. The duties and powers of the  
22 Board of Trustees as Plan Administrator shall include, but not be limited to, the  
23 following:

- 1 (1) To interpret the Plan provisions and to decide all questions concerning the Plan  
2 and the eligibility of any Employee to participate in the Plan and to receive  
3 benefits from the Plan;
  - 4 (2) To authorize the payment of benefits at such times and in such manner as they  
5 determine are consistent with the terms of the Plan;
  - 6 (3) To keep accurate and detailed records of the administration of the Plan, including  
7 the amount of Accumulated Contributions credited to the account of each  
8 Participant, which records shall be open to inspection by the City at all reasonable  
9 times;
  - 10 (4) To establish and enforce such rules, regulations and procedures as it shall deem  
11 necessary or proper for the efficient administration of the Plan;
  - 12 (5) To delegate to any agents such duties and powers, both ministerial and  
13 discretionary, as it deems appropriate, by an instrument in writing which specifies  
14 which such duties are so delegated and to whom each such duty is so delegated;  
15 and
  - 16 (6) To keep a record of all its proceedings, which shall be open to public inspection,  
17 and to publish annually a report showing the fiscal transactions of the Plan for the  
18 preceding Plan Year and the financial statement showing the assets of the Plan.
- 19 Notwithstanding any other provision of this ordinance, the Board of Trustees shall  
20 have no duty or authority with respect to the establishment, design, amendment or  
21 termination of the Plan, which is reserved to the City. Such functions are settlor  
22 functions, which are reserved to the City, not fiduciary functions, in accordance  
23 with trust law.

1 (7) Correction of Errors: The Board of Trustees may correct and/or adjust the  
2 benefits of any person who shall make any false statement, or shall falsify  
3 or permit to be falsified any record or records. Should any change or error  
4 in records result in any Participant or beneficiary receiving from the  
5 retirement system more or less than he or she should have been entitled to  
6 receive had the records been correct, the Board of Trustees shall correct  
7 the error, and as far as practicable, shall adjust the payments in such a  
8 manner that the actuarial equivalent of the benefit to which the Participant  
9 or beneficiary was correctly entitled, shall be paid.

10 C. Written Instructions and Information. All claims, elections, instructions  
11 and requests by a Participant must be made in writing to the Board of Trustees. Each  
12 Participant shall furnish the Board of Trustees any requested information as needed to  
13 administer the Plan. The City shall furnish the Board of Trustees with the information  
14 needed to administer the Plan.

15 D. Compensation of Actuaries and Money Managers. Any member of the  
16 Board of Trustees, Actuary or investment manager may receive reasonable compensation  
17 from the Trust Fund for services rendered on behalf of the Plan or Trust, provided that no  
18 person who renders services to the Plan who already receives full-time pay from the City  
19 shall receive compensation from the Trust Fund except for reimbursement of expenses  
20 properly and actually incurred. The selection of any actuary shall be subject to a  
21 competitive bidding process in accordance with the terms and conditions of Ordinance  
22 64102 and any subsequently enacted requirements governing contracts for professional  
23 services.

1           E.     Allocation and Delegation Procedures.   The Board of Trustees may  
2 appoint one or more of its members to carry out any particular duty or duties or to  
3 execute any and all documents on its behalf. Any documents so executed shall have the  
4 same effect as though executed by all the members. Such appointments shall be made by  
5 an instrument in writing that specifies what duties and powers are so allocated and to  
6 whom each such duty or power is so allocated. The Board of Trustees may delegate to  
7 any agents (including the Trustee) such duties and powers, both ministerial and  
8 discretionary, as it deems appropriate, by an instrument in writing which specifies which  
9 such duties are so delegated and to whom each such duty is so delegated.

10          F.     Indemnification of Board of Trustees.   The Plan shall indemnify any  
11 person serving on the Board of Trustees against all liabilities and claims (including  
12 reasonable attorneys' fees and expenses in defending against such liabilities and claims)  
13 other than liability arising out of a breach of fiduciary responsibility caused by the action  
14 of such person, liability for acting outside the scope of the person's authority, including  
15 but not limited to the authority and limitations stated in this Section 4.19.140, and  
16 liability for directing payment of benefits that are not made pursuant to a reasonable,  
17 good faith interpretation of the explicit terms of the Plan.

18          G.     Officers and Employees.       The Plan's Board of Trustees shall elect a  
19 chairman from its membership by a majority vote. The Director of Personnel or his  
20 designee shall be Secretary of the Board of Trustees. The Director of Personnel shall  
21 appoint all employees of the Plan in accordance with City rules and procedures governing  
22 employment, per-performance employment and contracts. The Director of Personnel  
23 shall direct the work of said Plan employees in accordance with the rules and policies

1 established by the Board of Trustees. The compensation of all persons so appointed shall  
2 be in accordance with the comprehensive compensation plan of the City. A relative of  
3 any member of the Board of Trustees may not be employed to perform any services for  
4 the Plan or its Board of Trustees, or receive any compensation from the Trust Fund. The  
5 Board of Trustees shall comply with all Charter and ordinance requirements governing  
6 contracts for professional services, including but not limited to the provisions of  
7 Ordinance 64102, with the chairman of the Board of Trustees appointing the committee  
8 members referenced in Section 2, subparts (1) and (2) of Ordinance 64102.

9 **4.19.150 Claims and Review Procedure.**

10 A. Claims for Benefits. A Participant or beneficiary who believes that he is  
11 being denied or will be denied benefits to which he is entitled under the Plan may file a  
12 written request for such benefits with the Board of Trustees setting forth his claim.

13 B. Written Denials of Claims. Within ninety days after receipt of the request,  
14 the Board of Trustees shall provide to every claimant who is denied a claim for benefits,  
15 written notice setting forth in a manner calculated to be understood by the claimant:

- 16 (1) The specific reason or reasons for the denial;
- 17 (2) Specific reference to pertinent Plan provisions on which the denial is  
18 based;
- 19 (3) A description of any additional material or information necessary for the  
20 claimant to perfect the claim and an explanation of why such material or  
21 information is necessary; and
- 22 (4) An explanation of the claim review procedure and the time limits  
23 applicable to such procedures.

1           If special circumstances require an extension of time beyond the initial ninety day  
2 period, prior to the end of such initial ninety day period the Board of Trustees shall  
3 provide to the claimant written notice of the extension, the special circumstances  
4 requiring the extension, and the date by which the Board of Trustees expects to render the  
5 final decision.

6           C.     Appeal of Denial. Within sixty days after a claim is denied, the claimant  
7 or his duly authorized representative may appeal such denial to the Board of Trustees by  
8 filing a written notice of appeal of the claim denial with the Board of Trustees, provided  
9 that if the claimant or his duly authorized representative fails to file such appeal within  
10 sixty days after the claim is denied, the claimant shall be deemed to have waived any  
11 right to appeal the denial of the claim. The notice of appeal shall reasonably apprise the  
12 Board of Trustees of the reasons and grounds for such appeal and shall specify the scope  
13 of review desired by requesting any or all of the procedures as follows:

- 14           (1)     Review, upon request and free of charge, all documents, records and other  
15                   information in the possession of the Board of Trustees that are relevant to  
16                   the claim; and
- 17           (2)     Submit written comments, documents, records and other information  
18                   relating to the claim.

19           If review of a decision is requested, such review shall include a review of all  
20 comments, documents, records and other information submitted by the claimant relating  
21 to the claim without regard to whether such information was submitted or considered in  
22 the initial determination. Any denial shall inform the claimant of the specific reason or  
23 reasons for the denial, refer to the specific Plan provisions on which the denial is based,

1 state that the claimant is entitled to receive, upon request and free of charge, reasonable  
2 access to, and copies of all documents, records and other information relevant to the  
3 claim. The decision on review shall be final and legally binding on all parties.

4 **4.19.160 Amendment.**

5 The City reserves the right at any time, and from time to time, to modify or amend  
6 the Plan in whole or in part by duly adopting an Ordinance, provided that the obligation  
7 of the City to make contributions to the Plan, as provided in subsection 4.19.120(A), and  
8 the provisions relating to the enforcement of that obligation, may not be diminished.

9 No Employee shall have a contractual right to any benefits relating to, or based  
10 upon, service rendered or compensation paid after the effective date of an amendment  
11 that reduces future benefits.

12 In the event of a full or partial termination of, or a complete discontinuance of  
13 Employer contributions to, the Plan, the accrued benefits of the affected Participants  
14 under the Plan shall be one hundred percent vested and nonforfeitable to the extent  
15 funded and to the extent required by federal law.

16 **4.19.170 Miscellaneous.**

17 A. Rights of Employee. Neither the action of the City in establishing this  
18 Plan, nor any action taken by an Employer or the Trustee, nor any provision of the Plan  
19 shall be construed as giving to any Employee the right to be retained in the employ of the  
20 City or the right to any payments other than those expressly in the Plan to be paid from  
21 the Trust Fund. The City expressly reserves the right to modify the Plan terms and  
22 benefits at any time. The City also expressly reserves the right to dismiss any Employee

1 without any liability for any claim against such Employer or against the Trust Fund other  
2 than with respect to the benefits provided for by the Plan.

3 B. Prohibited Transactions. The Board of Trustees may not engage in  
4 a transaction prohibited by Section 503(b) of the Code.

5 C. Notice of Address. Each person entitled to benefits under this Plan must  
6 file with the Board of Trustees, in writing, his Social Security number, his post office  
7 address and each change of post office address. Any communication, statement, or notice  
8 addressed to such person at his latest post office address as filed with the Board of  
9 Trustees will be binding upon such person for all purposes of the Plan, and neither the  
10 Trustee nor the Board of Trustees shall be obliged to search for or to ascertain the  
11 whereabouts of any such person.

12 D. Rules of Construction. The terms and provisions of this Plan shall be  
13 construed in accordance with the meaning under, and which will bring the Plan into  
14 conformity with Section 401(a) of the Code, and in accordance with the laws of the State  
15 of Missouri. The Plan shall be deemed to contain the provisions necessary to comply  
16 with such laws. If any provision of this Plan shall be held illegal or invalid, the  
17 remaining provisions of this Plan shall be construed as if such provision had never been  
18 included and such remaining provisions shall remain valid and operative; provided that  
19 the benefits accrued under the Prior Plan on account of earnings and service before the  
20 Effective Date shall be assumed by and paid under this Plan if and only if the assets of  
21 the Prior Plan are merged into the Trust Fund under this Plan in accordance with  
22 subsection 4.19.010(E). Wherever applicable, the masculine pronoun as used herein shall  
23 include the feminine, and the singular shall be the plural.

1           E.     Legal Action. No action may be brought in law or equity to recover under  
2 this Plan until the Claims and Review Procedures of Section 4.19.150 have been  
3 exhausted with respect to a claim; and no action may be brought after one year of the  
4 final denial of an appeal pursuant to subsection 4.19.150(C).

5           In the event of a failure or refusal by the Trustees to administer the Plan according  
6 to the terms of the Ordinances governing FRP, or if the Trustees act in manner contrary  
7 to their scope of authority, including but not limited to the authority and limitations stated  
8 in Section 4.19.140, the City may seek and pursue any or all legal remedies to enforce  
9 adherence to the terms and conditions stated in the Ordinances governing FRP, including  
10 but not limited to a suit for injunction, writ of mandamus or prohibition or court  
11 appointment of a successor Trustee.

12           If any provision of this Ordinance or any other Ordinance governing FRP shall be  
13 held illegal or invalid, the remaining provisions of the Ordinances governing FRP shall  
14 be construed as if such provision has never been included and such remaining provisions  
15 shall remain valid and operative. The provisions of the most recently enacted Ordinance  
16 shall supersede any other ordinance or part of an ordinance to the extent such other  
17 ordinance or part of an ordinance conflicts herewith.