

1 **ORDINANCE 69245 (BB12) AS AMENDED BY ORDINANCE 69353 (BB109)**

2 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

3 **SECTION ONE.** Pursuant to its authority under the home rule charter provisions
4 of the Constitution of the State of Missouri, the City of St. Louis hereby establishes the
5 pension plan prescribed in this Ordinance, known as the Firefighters’ Retirement Plan, as
6 set forth as follows.

7 **SECTION TWO.**

8 **Chapter 4.19**

9 **FIREFIGHTERS’ RETIREMENT PLAN**

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5

6 **4.19.010 Establishment of the Plan.**

7 A. Establishment of Plan. Pursuant to its authority under the home rule
8 charter provisions of the Constitution of the State of Missouri and the laws of the State of
9 Missouri, the City of St. Louis hereby establishes the pension plan prescribed in this
10 Ordinance, known as the Firefighters’ Retirement Plan (the “Plan”), to provide
11 retirement, disability and death benefits for the firefighters of the City and their covered
12 dependents.

13 B. Structure of Plan. The provisions of subsections 4.19.050(A) through (G)
14 govern pension benefits accrued by Participants hired on and after the Effective Date.
15 The amount of the accrued benefit of Participants under the Firemen’s Retirement System
16 of St. Louis pursuant to Chapter 4.18 of the Revised Code (the “Prior Plan”) was frozen
17 as of February 1, 2013 by Ordinance 69149, as amended by this Ordinance. The amount
18 of the benefit accrued under the Prior Plan for a Participant whose benefit accrued under
19 the Prior Plan was frozen as of February 1, 2013 does not increase because of years of
20 service after the Effective Date. The provisions of subsections 4.19.060(A) through (F),
21 governing pension benefits of Grandfathered Participants, are independent of the
22 provisions of subsections 4.19.050 (A) through (G) relating to Participants hired on and
23 after the Effective Date. The benefit accrued under this plan is earned only because of

1 years of service after the Effective Date (although vesting, eligibility for retirement and
2 the rate of accrual for benefits attributable to years of service after the Effective Date is
3 based on total years of service as a firefighter with the City of St. Louis).

4 C. Type of Plan. This Plan and the Trust established pursuant to this Plan are
5 intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code of
6 1986, as amended from time to time.

7 D. Effective Date. This Ordinance is effective February 1, 2013.
8 [Subsection E of 4.19.010 of BB12 was repealed by Section Five of BB109]

9 **4.19.020 Definitions.**

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

14 B. Actuarial Equivalent. The actuarial equivalent amount determined on the
15 basis of the RP 2000 combined healthy mortality, sex distinct, projected to 2015 (static
16 table) Mortality Table and an assumed annual rate of investment return of 7.625%.

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

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

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

4 F. Average Final Compensation. The average monthly compensation of the
5 Participant during his last five years of Covered Employment; or if he has less than five
6 years of such service, the average compensation paid during his entire period of Covered
7 Employment. The Final Average Compensation of a Grandfathered Participant shall be
8 based on the last two years of Covered Employment, instead of the last five years.
9 Compensation means the regular annual rate of compensation that a Participant would
10 earn on the basis of the stated compensation for his rank or position.

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

12 H. Board of Trustees. The Board of Trustees provided for in Section
13 4.19.130 to hold and invest the assets of the Trust Fund.

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

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

18 K. Covered Employment. All service performed for the fire department of
19 the City for which an Employee is compensated while a Participant and while classified
20 by the fire department as an Employee performing services as a firefighter (without
21 regard to any retroactive reclassification).

22 L. Early Retirement Age. The date on which a Participant completes at least
23 twenty Years of Service.

1 M. Early Retirement Date. The first day of the month next following the date
2 the Participant incurs a Termination of Employment after his Early Retirement Age but
3 before his Normal Retirement Age.

4 N. Effective Date. The date specified in subsection 4.19.010.

5 O. Employee. Any officer or employee of the Fire Department of the City
6 employed by the City for the duty of fighting fires, but does not include anyone employed
7 in a clerical or other capacity not involving firefighting duties.

8 P. Full-Time Student. A person enrolled in a degree program at a college,
9 university, community college, or vocational or technical school with a schedule of at
10 least twelve hours per semester.

11 Q. Grandfathered Participant. A Participant who was employed on the day
12 before the Effective Date and whose benefit accrued under the Prior Plan was frozen as
13 of February 1, 2013.

14 R. Interest. The short-term Applicable Federal Rate, as published by the
15 Internal Revenue Service for the December immediately preceding the calendar year, for
16 the purpose of interest for each calendar year for refund of Accumulated Contributions.

17 S. Normal Retirement Age. The date on which a Participant first attains
18 fifty-five years of age.

19 T. Normal Retirement Date. The first day of the month next following the
20 date the Employee incurs a Termination of Employment after his Normal Retirement Age
21 and after completing at least twenty Years of Service.

22 U. Participant. An Employee hired on or after the Effective Date and an
23 Employee who was employed on the day before the Effective Date and whose benefit

1 accrued under the Prior Plan was frozen as of February 1, 2013, either of whom shall
2 have become entitled to participate in this Plan in accordance with Subsection A of
3 Section 4.19.030 and who continues to have rights to benefits under this Plan, or whose
4 beneficiaries may be eligible to receive benefits under this Plan.

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

7 W. Plan Year. The twelve-month period beginning October 1.

8 X. Retirement Date. The first day as of which a retirement benefit is payable
9 to a Participant in accordance with this Plan, and may be either a Normal Retirement
10 Date or an Early Retirement Date.

11 Y. Termination of Employment. Separation from the service of the City.

12 Z. Trust Agreement. The trust agreement entered into between the City and
13 the Trustee in accordance herewith for the purpose of holding and investing the Trust
14 Fund.

15 AA. Trust Fund. The Trust Fund as described in subsection 4.19.120(A)
16 hereof.

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

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

1 A surviving domestic partner shall be deemed to be a widow(er). A surviving
2 domestic partner means a person validly registered with the City as a domestic partner
3 with the Participant in accordance with St. Louis City Ordinance 64401 throughout both
4 the one-year period ending at the time benefit payments to the Participant from this Plan
5 commenced and the one-year period ending at the death of the Participant, and with
6 respect to whom it is substantiated in writing that such person and the Participant
7 satisfied as least two of the following indicia of economic interdependence as of the date
8 of death of the Participant:

9 (1) Joint ownership of real property or a common leasehold interest in real
10 property;

11 (2) Common ownership of an automobile;

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

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

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

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

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

19 **4.19.030 Eligibility and Contributions.**

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

1 be eligible to participate in this Plan beginning February 1, 2013.

2 B. Employee Contributions. The Board of Trustees shall certify to the chief
3 of the fire department, and the chief of the fire department shall cause to be deducted
4 from the compensation of each Participant each pay period, and remitted to the Trustee,
5 eight percent of the compensation of each Participant with at least twenty full Years of
6 Service as of the Effective Date, and nine percent of the compensation of each Participant
7 with fewer than twenty full Years of Service as of the Effective Date. Such contributions
8 shall be credited to the Accumulated Contributions account of the Participant.
9 Contributions by each Participant with fewer than twenty full Years of Service as of the
10 Effective Date shall be treated as employer before-tax (“pick-up”) contributions under
11 Section 414(h) of the Code. Contributions by Participants with at least twenty full Years
12 of Service as of the Effective Date shall be treated as after-tax employee contributions.

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

20 C. Exclusive Plan. All Employees shall be Participants as a condition of their
21 employment and shall receive no pension or retirement allowance from any other pension
22 or retirement system supported wholly or in part by the City or the state because of Years
23 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 served in the armed forces of the United States,
9 in any war or period of armed hostilities between the armed forces of the United States
10 and those of a foreign power, and has subsequently been reinstated as a firefighter within
11 ninety days after his discharge, he shall be granted credit for such service as if his service
12 in the Fire Department of the City had not been interrupted by his induction into the
13 armed forces of the United States, and as if he had made the required contributions during
14 such service. If earnable compensation is needed for such period in computation of
15 benefits it shall be calculated on the basis of the compensation payable to the officers of
16 his rank during the period of his absence. Notwithstanding any provision of this Plan to
17 the contrary, contributions, benefits and service credit with respect to military service will
18 be provided in accordance with Section 414(u) of the Code.

19 D. Accumulated Contributions. An Employee shall not be credited for any
20 service with respect to which the Employee had no contributions withheld; and shall not
21 be credited for any service with respect to which the Employee withdrew or received a
22 refund of Accumulated Contributions.

23

1 **4.19.050 Retirement Benefits.**

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

13 B. Early Retirement. Each Participant who incurs a Termination of
14 Employment after completing at least twenty Years of Service but before his Normal
15 Retirement Age of fifty-five, shall be entitled to a monthly retirement income payable to
16 the Participant for his lifetime commencing on the first day of the month after he attains
17 fifty-five years of age, calculated as for normal retirement in accordance with subsection
18 4.19.050(A), based on his Average Final Earnings and his Years of Service as of his
19 Early Retirement Date.

20 In lieu of a deferred retirement income commencing at age fifty-five, a Participant
21 who remains an Employee until his Early Retirement Age may elect to receive his
22 retirement income beginning on his Early Retirement Date; or on the first day of any
23 month thereafter prior to age fifty-five, provided that the monthly amount payable at age

1 fifty-five shall be actuarially reduced from age fifty-five to the pension commencement
2 date in accordance with subsection 4.19.020(B).

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

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

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

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

19 E. Cost of Living Increases. Following a Participant's Annuity Starting Date,
20 benefits paid to such Participant pursuant to subsections (A) and (B) of this Section (but
21 not any other provisions) shall be increased as each October 1, with the first increase in
22 the October following his retirement and subsequent increases in each October thereafter,
23 by an amount equal to the lesser of three percent or the increase in the Consumer Price

1 Index (“CPI”) for the previous calendar year; up to a maximum aggregate increase of
2 twenty-five percent. For purposes of this subsection, CPI shall mean the CPI for all urban
3 consumers for the United States, or its successor index, approved by the Board of
4 Trustees, such as the index as defined and officially reported by the Department of Labor.

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

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

15 **4.19.060 Grandfathered Pension Benefits.**

16 A. Grandfathered Benefits – General. The provisions of this Section apply
17 only to Grandfathered Participants. The amount of retirement income benefits accrued
18 under this Section is based on all service and compensation, including years of service
19 rendered and compensation paid before the Effective Date, but is offset by benefits
20 payable under The Firemen’s Retirement System of St. Louis, as provided in Subsection
21 G of Section 4.19.060, so that the benefit accrued under this plan is earned only because
22 of years of service after the Effective Date, although vesting, eligibility for retirement and
23 the rate of accrual for benefits attributable to years of service after the Effective Date is

1 based on total years of service.

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

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

15 Solely for purposes of computing such Grandfathered Benefit, sick leave
16 accumulated before September 26, 2010 shall be credited as Years of Service to no more
17 than a total of thirty Years of Service for purposes of vesting and to allow such a
18 Participant to receive a monthly retirement income benefit in excess of seventy-five
19 percent of Average Final Compensation. Notwithstanding anything to the contrary
20 herein, sick leave of a Participant who is participating in DROP shall be subject to the
21 provisions of subsection 4.19.060E.

22 A Grandfathered Participant who receives such a retirement income benefit shall
23 receive a refund of his contributions to the Prior Plan made before the Effective Date,

1 without interest; provided that contributions to the Plan made on and after the Effective
2 Date by a Participant who had fewer than twenty full Years of Service as of the Effective
3 Date are not refundable. All refundable contributions are payable at the time of his
4 pension commencement date.

5 D. Early Retirement Benefit. A Grandfathered Participant who incurs a
6 Termination of Employment after completing twenty Years of Service, but before
7 attaining his Normal Retirement Age of fifty-five years, shall be entitled to a monthly
8 retirement income payable to the Participant for his lifetime commencing on the first day
9 of the month after he attains fifty-five years of age, calculated as for normal retirement in
10 accordance with the preceding subsection, based on his Average Final Compensation and
11 his Years of Service as of his Termination of Employment. In lieu of a deferred
12 retirement income commencing at age fifty-five, such a Participant may elect to receive
13 his retirement income beginning on his Termination of Employment; or on the first day
14 of any month thereafter prior to age fifty-five, provided that the monthly amount
15 otherwise payable at age fifty-five that is attributable to Years of Service after the
16 Effective Date shall be actuarially reduced from age fifty-five to the pension
17 commencement date in accordance with subsection 4.19.020(B) for a Participant with
18 fewer than twenty full Years of Service as of the Effective Date.

19 Solely for purposes of computing such Grandfathered Benefit, sick leave
20 accumulated before September 26, 2010 shall be credited as Years of Service to no more
21 than a total of thirty Years of Service for purposes of vesting and to allow such a
22 Participant to receive a monthly retirement income benefit in excess of seventy-five
23 percent of Average Final Compensation. Notwithstanding anything to the contrary

1 herein, sick leave of a Participant who is participating in DROP shall be subject to the
2 provisions of subsection 4.19.060E.

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

8 For example, a Participant with ten Years of Service on the Effective Date, who
9 retires ten years after the Effective Date, at age fifty with a total of twenty Years of
10 Service, with annualized Average Final Compensation of \$80,000 for the last two years
11 before retirement, would be entitled to a deferred pension benefit of \$32,000 (40% of
12 \$80,000) per year beginning at age fifty-five, or an immediate pension beginning at age
13 fifty of \$26,272. (The \$16,000 attributable to the ten Years of Service before the
14 Effective Date is unreduced; the \$16,000 attributable to the ten Years of Service after the
15 Effective Date is actuarially reduced from \$16,000 to \$10,272.) Such amount is subject
16 to the offset for the Prior Plan benefit as provided in Section 4.19.060G.

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

20 E. DROP. Grandfathered Participants who have completed at least twenty
21 Years of Service may elect to continue active employment and defer receipt of the
22 retirement benefit for a period not to exceed five years. Any Grandfathered Participant
23 who has at least twenty Years of Service may elect in writing before retirement to

1 participate in the deferred retirement plan program (“DROP”). A Grandfathered
2 Participant electing to participate in the DROP program shall continue in active
3 employment and shall not receive any direct retirement benefit payments during the time
4 of participation. Upon the start of participation in the DROP program, the Grandfathered
5 Participant shall make contributions at the rate of one percent of compensation, instead of
6 nine percent. During the period of participation in the DROP program, the amount that
7 the Grandfathered Participant would have received as a retirement income benefit
8 (Normal Retirement Benefit under subsection C or reduced Early Retirement Benefit
9 under subsection D, whichever is applicable) shall be deposited monthly in the
10 Grandfathered Participant's DROP account, which shall be established in his name by the
11 Board of Trustees. Years of Service earned during the period of participation in the
12 DROP program shall not be credited and shall not be counted in determination of any
13 service-based retirement benefit.

14 A Grandfathered Participant who elects to stop participation in the DROP
15 program shall make contributions at the rate of nine percent of compensation. Service
16 rendered after restoration of the Grandfathered Participant to non-DROP participation
17 status shall be counted as Years of Service. No Grandfathered Participant ending
18 participation in the DROP program and returning to non-DROP participation status shall
19 make any withdrawal from his or her DROP account until after Termination of
20 Employment. If after return to non-DROP participation status, a Grandfathered
21 Participant retires, the Grandfathered Participant's retirement benefit shall be computed
22 on the combination of the Grandfathered Participant's pre-DROP retirement benefit
23 (based on Average Final Compensation at the beginning of the DROP period and any

1 applicable reduction for commencement before age fifty-five) plus an additional benefit
2 earned by the Grandfathered Participant after returning to non-DROP participation status.
3 Post-DROP Years of Service shall be the only years used in computing the additional
4 benefit; however, total Years of Service shall be used to determine the appropriate
5 accrual level of additional benefit, two percent or five percent, for each year of post-
6 DROP service. Upon retirement the Grandfathered Participant shall receive retirement
7 income benefits plus the amount which has accumulated in his or her DROP account. The
8 amount in the Grandfathered Participant's DROP account shall be payable, at the
9 Grandfathered Participant's option, either as a lump sum payment or as a series of
10 periodic payments of reasonably equal amounts over a period of up to ten years.

11 If a Grandfathered Participant dies before Termination of Employment while
12 participating in the DROP program, the funds in his DROP account shall be payable to
13 the Grandfathered Participant's designated beneficiary under either of the following
14 options:

15 (1) A lump sum payment equal to the amount in the Grandfathered
16 Participant's DROP account shall be paid to the Grandfathered
17 Participant's beneficiary or the Grandfathered Participant's estate. The
18 death benefits for the beneficiary under the provisions of Section 4.09.080
19 shall be based on the Grandfathered Participant's compensation and Years
20 of Service before the Grandfathered Participant's participation in the
21 DROP program.

22 or

1 (2) The beneficiary may waive any claim to the Grandfathered Participant's
2 DROP account, in which case any death benefits payable to the
3 beneficiary under the provisions of Section 4.09.080 shall be calculated as
4 if the Grandfathered Participant had continued as an employee and had not
5 participated in the DROP program. Any funds in a DROP account which
6 has been waived as provided in this paragraph shall become funds of the
7 Plan.

8 If a Grandfathered Participant who has elected to participate in the DROP
9 program subsequently applies for and receives benefits for a disability benefit under the
10 provisions of Section 4.19.070, the Grandfathered Participant shall forfeit all rights,
11 claims or interest in his DROP account and the Grandfathered Participant's benefits shall
12 be calculated as if the Grandfathered Participant had continued in employment and had
13 not elected to participate in the DROP program. Any funds in a DROP account which has
14 been forfeited as provided in this Plan shall become funds of the Plan.

15 A Grandfathered Participant's DROP account shall earn interest (or loss) equal to
16 the percentage rate of return of the Trust Fund's investment portfolio as certified annually
17 by the actuary in the yearly evaluation report. The interest shall be credited annually to
18 the Grandfathered Participant's account beginning with the start of the second fiscal year
19 of participation.

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

21 Notwithstanding anything to the contrary in this Chapter, a Grandfathered
22 Participant who is participating in the DROP program may elect upon Termination of
23 Employment to have placed in his or her DROP account a dollar amount equal to the

1 number of his sick leave hours accumulated before September 26, 2010 multiplied by his
2 or her hourly rate of pay at the time of Termination of Employment; or to place one-half
3 of such dollar amount in the Grandfathered Participant's DROP account, to have one-
4 fourth of this dollar amount added to the Grandfathered Participant's Average Final
5 Compensation, and to have the remaining one-fourth of this dollar amount remain as time
6 and added to the Grandfathered Participant's Years of Service before the Effective Date.

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

- 12 (1) One and one-half percent per year, compounded each year, up to age sixty
13 for those retiring with twenty to twenty-four Years of Service,
- 14 (2) Two and one-fourth percent per year, compounded each year, up to age
15 sixty for those retiring with twenty-five to twenty-nine Years of Service,
- 16 (3) Three percent per year, compounded each year, up to age sixty for those
17 retiring with thirty or more Years of Service,
- 18 (4) After age sixty, five percent per year for five years or until a total
19 maximum increase of twenty-five percent is reached.

20 Each increase, however, is subject to a determination by the Board of Trustees
21 that the consumer price index (United States Average Index) as published by the United
22 States Department of Labor shows an increase of not less than the approved rate during
23 the latest twelve-month period for which the index is available at date of determination.

1 If the increase is in excess of the approved rate for any year, the excess shall be
2 accumulated as to any retired Participant and increases granted in subsequent years
3 subject to the maximum allowed for each full year from October following his retirement
4 but not to exceed a total increase of twenty-five percent. If the Board of Trustees
5 determines that the index has decreased for any year, the benefits of any retired
6 Participant that have been increased shall be decreased but not below his initial benefit.
7 No annual increase shall be made of less than one percent and no decrease of less than
8 three percent except that any decrease shall be limited by the initial benefit.

9 In addition to the above, Grandfathered Participants may share in ad hoc COLAs,
10 if any, to which they were entitled as of the day before the Effective Date in accordance
11 with the terms and conditions of the Prior Plan.

12 G. Prior Plan Benefit Offset – No Duplication Rule. Subsections 4.19.050(F)
13 and (G) shall apply to all benefits, including grandfathered benefits. Notwithstanding
14 anything in this Plan to the contrary, the retirement income benefit payable under this
15 Plan shall be offset by the amount of retirement income payable under The Firemen’s
16 Retirement System of St. Louis (and any other defined benefit plan maintained by the
17 City of St. Louis that is qualified under Section 401 of the Code) to the extent that the
18 benefit under such other plan or plans is based Years of Service used as the multiplier
19 (times a percent of compensation) for purposes of determining the retirement income
20 benefit under this Plan, so that the benefit accrued under this plan is earned only because
21 of years of service after the Effective Date, although vesting, eligibility for retirement and
22 the rate of accrual for benefits attributable to years of service after the Effective Date is
23 based on total years of service. Sick Leave credited as a Prior Plan service under

1 Subsection B of Section 4.19.040 shall not be counted again as Years of Service under
2 this Plan. There shall be no duplication of any benefit under this Plan of a benefit
3 payable from The Firemen’s Retirement System of St. Louis that is attributable to years
4 of service for which a Participant is entitled to an accrued benefit under The Firemen’s
5 Retirement System of St. Louis, no duplication of any death or disability benefit paid
6 under The Firemen’s Retirement System of St. Louis, and no duplication of any benefit
7 under this Plan attributable to accumulated sick pay, DROP, or any other factor credited
8 under The Firemen’s Retirement System of St. Louis.

9 The benefit of a Participant who enters DROP on or after February 1, 2013 shall
10 be determined under this Plan, based on all service, including Prior Plan service, but the
11 monthly retirement income benefit of such a Participant upon retirement shall be offset
12 by the amount of retirement income payable under The Firemen’s Retirement System of
13 St. Louis, as provided above.

14 Such benefit offset shall be computed as if the Participant had received his
15 retirement income under both this Plan and the offset plan in the form of a single life
16 annuity commencing on the day benefits commence to be paid under this Plan.

17 **4.19.070 Disability Income.**

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

1 B. Disability – Line of Duty.

2 (1) A Participant who incurs a Termination of Employment because of a Total
3 and Permanent Disability resulting from bodily injury incurred while
4 engaged in the actual performance of duty as a firefighter in response to an
5 emergency call that renders the Participant totally and permanently unable
6 to engage in any gainful employment in any occupation, shall be entitled
7 to receive a monthly disability income equal to seventy-five percent of his
8 Average Final Compensation, while so disabled. A disability that is
9 caused by lung disease is presumed to have been incurred while engaged
10 in the actual performance of duty as a firefighter in response to an
11 emergency call, unless rebutted by evidence such as (but not limited to)
12 habitual smoking.

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

1 Participant with at least twenty-five Years of Service at the time of such a
2 Termination of Employment. A disability that is caused by lung disease is
3 presumed to have been incurred while engaged in the actual performance
4 of duty as a firefighter in response to an emergency call, unless rebutted
5 by evidence such as (but not limited to) habitual smoking.

6 A Participant who receives such a disability benefit shall receive a refund of his
7 contributions to the Prior Plan made before the Effective Date, without interest;
8 contributions to the Plan made on and after the Effective Date are not refundable. All
9 refundable contributions are payable at the time of his disability commencement date.

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

18 A Participant who receives such a disability benefit shall receive a refund of his
19 contributions to the Prior Plan made before the Effective Date, without interest;
20 contributions to the Plan made on and after the Effective Date are not refundable. All
21 refundable contributions are payable at the time of his disability commencement date.

22 D. Cost of Living Increases.

23 (1) Following commencement of disability income payments to a Participant, benefits

1 paid to such Participant pursuant to subsection (B) or subsection (C) of this
2 Section shall be increased as of each October 1, with the first increase in the
3 October following commencement of disability income payments and each
4 October thereafter, by an amount equal to the lesser of three percent or the
5 increase in the Consumer Price Index (“CPI”) for the previous calendar year; up
6 to a maximum aggregate increase of twenty-five percent. For purposes of this
7 Section, CPI shall mean the CPI for all urban consumers for the United States, or
8 its successor index, approved by the Board of Trustees, such as the index as
9 defined and officially reported by the Department of Labor.

10 (2) Notwithstanding the provisions of paragraph (2) of this subsection, in the case of
11 a Participant who incurs a Termination of Employment because of a Total and
12 Permanent Disability resulting from bodily injury incurred while the Participant
13 was 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 to
15 engage in any gainful employment in any occupation, following commencement
16 of disability income payments to the Participant, benefits paid to such Participant
17 pursuant to subsection (B) of this Section shall be increased as of each October 1,
18 with the first increase in the October following commencement of disability
19 income payments and each October thereafter, by three percent per year,
20 compounded each year up to age sixty; and after age sixty by five percent per year
21 for five years or until a total maximum increase of twenty-five percent is reached;
22 provided that each such increase is subject to a determination by the Board of
23 Trustees that the consumer price index (United States Average Index) as

1 published by the United States Department of Labor shows an increase of not less
2 than the approved rate during the latest twelve-month period for which the index
3 is available at date of determination. If the increase is in excess of the approved
4 rate for any year, the excess shall be accumulated as to any retired member and
5 increases may be granted in subsequent years subject to the maximum allowed for
6 each full year from October following his retirement but not to exceed a total
7 increase of twenty-five percent. If the Board of Trustees determines that the index
8 has decreased for any year, the benefits of any retired member that have been
9 increased shall be decreased but not below his initial benefit. No annual increase
10 shall be made of less than one percent and no decrease of less than three percent
11 except that any decrease shall be limited by the initial benefit.

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

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

19 F. Discontinuance of Disability Benefits. If, based on qualified medical
20 advice, it is reasonably possible for a disabled beneficiary to recover for the condition
21 that caused him to be Totally and Permanently Disabled, once each year during the first
22 five years following the commencement of disability income, and once in every three
23 year period thereafter, the Board of Trustees shall require the disability beneficiary to

1 undergo a medical examination to be made at a place designated by the Board of
2 Trustees, and to be made by a physician or physicians designated by the Board of
3 Trustees. Should any disability beneficiary refuse to submit to a medical examination, his
4 disability income shall be discontinued until his withdrawal of the refusal, and if his
5 refusal continues for one year all rights in and to his disability income shall be revoked
6 by the Board of Trustees.

7 Payment of disability benefits under this Section shall be discontinued upon the
8 earliest of the following:

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

13 After the Board of Trustees finds the Participant is no longer Totally and
14 Permanently Disabled and during such time as the Participant is not receiving a disability
15 benefit pursuant to this Section, the Participant shall be entitled to a pension benefit in the
16 amount and at the time or times determined in accordance with Sections 4.19.050 and
17 4.19.060, as applicable, based on Average Final Compensation and Years of Service at
18 Termination of Employment.

19 G. Adjustment of Disability Income. If the disability beneficiary is engaged,
20 or is able to engage, in a gainful occupation other than firefighter paying more than the
21 difference between his disability income and the then current rate of pay for the rank held
22 by the Participant at the time of retirement (indexed as described below), the amount of
23 his disability income shall be reduced to an amount which together with the amount

1 earnable by him in such other occupation shall equal the amount of such current rate of
2 pay. If his earning capacity is later changed, the amount of his disability income may be
3 further modified. The then current rate of pay for the rank held by the Participant at the
4 time of retirement shall be increased as of each October 1, with the first increase in the
5 October following commencement of disability income payments and each October
6 thereafter, by an amount equal to the lesser of three percent or the increase in the CPI (as
7 defined in subsection D of this Section) for the previous calendar year; up to a maximum
8 aggregate increase of twenty-five percent.

9 A disabled beneficiary shall submit a copy his annual federal income tax return to
10 the Board of Trustees for each calendar year for which the beneficiary is eligible of a
11 disability benefit under this Section. Payment of disability benefits of a beneficiary shall
12 be discontinued if the beneficiary fails to submit a copy of his federal income tax return
13 to the Board of Trustees by the 15th day of October immediately following the end of
14 calendar year. The Board of Trustees shall audit the validity of at least two percent of
15 such tax returns.

16 H. Tuition Reimbursement. Except for a disability described in paragraph
17 B(1) or paragraph C of this Section, a Participant receiving disability benefits under this
18 Section may receive reimbursement for educational tuition expenses for attending a
19 college, university, community college, or vocational or technical school as a Full-Time
20 Student upon proof of payment to such institution in an amount not to exceed the tuition
21 for a state resident at the University of Missouri – St. Louis. A Participant receiving
22 disability benefits shall apply for such tuition reimbursement no later than three years
23 after the Participant first becomes entitled to a disability benefit under this Plan. Such

1 right to reimbursement shall cease when the disabled Participant ceases to be a Full-Time
2 Student, fails to provide verified proof of achievement of a grade point average of two on
3 a four-point scale or the equivalent on another scale for each academic term, or if the
4 disabled Participant is restored to active service as a firefighter, but in no event shall such
5 education reimbursement be available after the end of the five-year period beginning
6 when the Participant first becomes entitled to a disability benefit under this Plan.

7 **4.19.080 Death Benefits.**

8 A. Active Participants. Upon the receipt of proper proof of the death of a
9 Participant while an Employee, or the death of a Participant who incurred a Termination
10 of Employment while in service and was receiving a retirement income benefit or a
11 disability benefit at the time of his death, provided no other benefits are payable, there
12 shall be paid a retirement allowance to the widow(er) of the Participant during her or his
13 widowhood of twenty-five percent of the deceased Participant's Average Final
14 Compensation, or two hundred dollars per month, whichever is greater, plus ten percent
15 of such compensation to or for the benefit of each unmarried dependent child of the
16 deceased Participant who is either under age eighteen or who is totally and permanently
17 mentally or physically incapacitated regardless of age, but not in excess of three children,
18 and paid as the Board of Trustees in its discretion directs. Any widow who is receiving
19 retirement benefits upon application to the Board of Trustees shall be made, constituted,
20 appointed and employed by the Board as a special consultant on the problems of
21 retirement, aging, and other state matters, for the remainder of her life, and upon request
22 of the Board, give opinions, and be available to give opinions in writing, or orally, in
23 response to such request, as may be required, and for such services shall be compensated

1 monthly, in an amount, which when added to any monthly retirement benefits being
2 received, shall not exceed fifty percent of the deceased Participant's average final
3 compensation or two hundred dollars (\$200.00) whichever is greater. This compensation
4 shall be consolidated with any other retirement benefits payable to such widow and shall
5 be paid in the manner and from the same fund as her other retirement benefits under this
6 chapter, and shall be treated in all aspects under the laws of this state as retirement
7 benefits paid pursuant to this chapter.

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

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

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

7 (1) A retirement income to the widow(er) during the person's widowhood of
8 fifty percent of the deceased Participant's Average Final Compensation,
9 plus ten percent of such compensation to or for the benefit of each
10 unmarried dependent child of the deceased Participant, who is either under
11 the age of eighteen, or who is totally and permanently mentally or
12 physically incapacitated, regardless of age, but not in excess of a total of
13 three children, including both classes, and paid as the Board of Trustees in
14 its discretion directs.

15 (2) If no widow(er) benefits are payable pursuant to subdivision (1), the total
16 income that would have been paid had there been a widow(er) shall be
17 divided among the unmarried dependent children under the age of
18 eighteen and such unmarried children, regardless of age, who are totally
19 and permanently mentally or physically incapacitated, and paid to, or for
20 the benefit of, each such child, as the Board of Trustees in its discretion
21 directs, until the respective child attains the age of eighteen or is no longer
22 incapacitated, whichever is applicable.

1 (3) Any benefit payable to, or for the benefit of, a child or children under the
2 age of eighteen years pursuant to subdivisions (1) and (2) of this Section
3 shall be paid beyond the age of eighteen years through the age of twenty-
4 five years in such cases where the child is a Full-Time Student at a
5 regularly accredited college, business school, nursing school, school for
6 technical or vocational training or university, but such benefit shall cease
7 whenever the child ceases to be a student. A college or university shall be
8 deemed to be regularly accredited which maintains membership in good
9 standing in a national or regional accrediting agency recognized by any
10 state college or university.

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

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

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

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

5 D. Accumulated Contributions. A beneficiary shall be repaid the total
6 amount of the contributions to the Plan, without interest, made by a deceased Participant
7 with at least twenty full Years of Service as of the Effective Date who died while
8 employed in Covered Employment, upon receipt of proof of the death of the Participant.

9 **4.19.090 Limitations of Benefits.**

10 A. Limitation on Benefits. In no event shall the annual benefit under this Plan
11 and all other defined benefit plans maintained by the City exceed the lesser of:

- 12 (1) The amount specified in Section 415(b)(1)(A) of the Code, as adjusted for
13 any applicable increases in the cost of living in accordance with Section
14 415(d) of the Code, as in effect on the last day of the Plan Year; and
15 (2) One-hundred percent of the average compensation of such Participant for
16 his high three consecutive Plan Years as provided in Section 415 of the
17 Code.

18 Notwithstanding anything to the contrary in this Section, the annual benefit, when
19 paid in the form of a joint and survivor annuity, can be as great as that of a Single Life
20 Annuity for the Participant, not in excess of the limitations contained in the first sentence
21 of this Section, plus a survivor annuity at the same level for the Participant's Spouse.

22 For purposes of this Section, Section 415 of the Code, which limits the benefits
23 and contributions under qualified plans, is hereby incorporated by reference; provided

1 that the repeal of Section 415(e) of the Code, which is effective for limitation years
2 beginning on or after April 1, 2000, shall apply only to a Participant whose Accrued
3 Benefit increases on or after April 1, 2000. The reduced limitation for early retirement
4 benefits shall be determined in accordance with applicable regulations using the Actuarial
5 Equivalent assumptions prescribed in subsection 4.19.020(B), except as otherwise
6 required by Section 415(b)(2)(E) of the Code. The cost-of-living adjustments under
7 Section 415(d) of the Code to the limits under Section 415(b) of the Code are hereby
8 incorporated by reference as provided under Section 1.415(a)-1(d)(3)(v) of the Treasury
9 Regulations. Pursuant to Treas. Reg. Section 1.415(b)-1(c)(5), no adjustment shall be
10 required to a benefit that is paid in a form that is not a straight life annuity to take into
11 account the inclusion of an automatic benefit increase feature in such form of benefit. In
12 no event will the amount payable in any limitation year to a Participant under a form of
13 benefit with an automatic benefit increase feature be greater than the Code Section 415(b)
14 limit applicable at the annuity starting date, as increased in subsequent years pursuant to
15 Section 415(d) of the Code and Treas. Reg. §1.415(d)-1. In the case of a Participant who
16 received a portion of his or her benefit in the form of a lump sum (a DROP), the annuity
17 equivalent of such lump sum portion, calculated in accordance with Treas. Reg.
18 §1.415(b)-1(b) taking into account the cost of living adjustments assumed in calculating
19 such lump sum, shall be treated as an amount payable in the applicable limitation year for
20 purposes of such test.

21 For purposes of this Section, "City" means the City and any corporation or other
22 business entity that from time to time is, along with the City, a Participant of a controlled
23 group as defined in Section 414 of the Code, as modified by Section 415(h) of the Code

1 (fifty percent control test); and effective April 1, 1998, “Compensation” means wages
2 paid by the City within the meaning of Section 3401(a) of the Code (for purposes of
3 income tax withholding at the source) but determined without regard to any rules that
4 limit the remuneration included in wages based on the nature or location of the
5 employment or the services performed, plus the amount of salary reduction as a result of
6 an election pursuant to a plan or plans governed by Section 125, Section 401(k) or
7 Section 403(b) of the Code and, effective on and after April 1, 2001, Section 132(f)(4) of
8 the Code (inclusively).

9 **4.19.100 Payment of Benefits.**

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

13 No pension or other benefit shall be payable until the Participant or beneficiary
14 shall have filed a claim for benefits with the Board of Trustees or its designated
15 representative. Such claim must be submitted in writing on a form provided by, or
16 suitable to, the Board of Trustees at least fifteen days prior to the date on which payments
17 begin. The Board of Trustees may require any applicant to furnish it with such
18 information as may be reasonably necessary, including a copy of the Participant’s death
19 certificate, if applicable.

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

1 Section shall apply only to the extent they specifically override the other provisions of
2 this Plan governing the payment of pensions.

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

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

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

- 21 (1) if payable to (or for the benefit of) a designated beneficiary in a form other
22 than a single sum distribution, over the life of the designated beneficiary
23 (or over a period not extending beyond the life expectancy of such

1 beneficiary), beginning not later than one year after the date of the
2 Participant's death, or if the sole designated beneficiary is the Participant's
3 surviving spouse, by December 31st of the calendar year in which the
4 Participant would have attained age seventy and one-half, if later; and
5 (2) if payable to (or for the benefit of) a designated beneficiary in the form of
6 a single sum distribution, the entire interest of the Participant shall be
7 distributed within five years after the Participant's death.

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

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

18 C. Payments to Legal Incompetents. If the Board of Trustees shall receive
19 satisfactory evidence that a Participant or beneficiary entitled to receive any benefit
20 under this Plan is, at the time when such benefit becomes payable, physically unable or
21 mentally incompetent to receive such benefit and to give a valid release therefor and that
22 another person or an institution is then maintaining or has custody of such Participant or
23 beneficiary, and that no guardian or other representative of the estate of such Participant

1 or beneficiary shall have been duly appointed, then the Board of Trustees may authorize
2 payment of such benefit otherwise payable to such Participant or beneficiary to such
3 other person or institution, and the release of such other person or institution shall be
4 valid and complete discharge for the payment of such benefit.

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

13 **4.19.110 Special Payment Rules.**

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

19 B. Benefits for Re-Hired Retirees. If a Participant is re-employed after his or
20 her Annuity Starting Date, pension payments shall be suspended while the Participant is
21 re-employed as an active Employee. Such a Participant shall continue to accrue benefits
22 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. Notwithstanding any
6 provision of the Plan to the contrary that would otherwise limit a distributee's election
7 under this Section, a distributee may elect, at the time and in the manner prescribed by
8 the Board of Trustees, to have any portion of an eligible rollover distribution, if any, paid
9 directly to an eligible retirement plan specified by the distributee in a direct rollover.

10 *Definitions.*

11 (1) *Eligible rollover distribution:* An eligible rollover distribution is any
12 distribution of all or any portion of the balance to the credit of the
13 distributee, except that an eligible rollover distribution does not include:
14 any distribution that is one of a series of substantially equal periodic
15 payments (not less frequently than annually) made for the life (or life
16 expectancy) of the distributee or the joint lives (or joint life expectancies)
17 of the distributee and the distributee's designated beneficiary, or for a
18 specified period of ten years or more; any distribution to the extent such
19 distribution is required under Section 401(a)(9) of the Code; any hardship
20 distribution described in Section 401(k)(2)(B)(I)(IV) of the Code; and the
21 portion of any distribution that is not includable in gross income
22 (determined without regard to the exclusion for net unrealized
23 appreciation with respect to employer securities).

1 (2) *Eligible retirement plan:* An eligible retirement plan is an individual
2 retirement account described in Section 408(a) of the Code, an individual
3 retirement annuity described in Section 408(b) of the Code, an annuity
4 plan described in Section 403(a) of the Code, or a qualified trust described
5 in Section 401(a) of the Code, that accepts the distributee's eligible
6 rollover distribution. However, in the case of an eligible rollover
7 distribution to the surviving spouse, an eligible retirement plan is an
8 individual retirement account or individual retirement annuity.

9 (3) *Distributee:* A distributee includes an Employee or former Employee. In
10 addition, the Employee's or former Employee's surviving spouse and the
11 Employee's or former Employee's spouse or former spouse who is the
12 alternate payee under a qualified domestic relations order, as defined in
13 Section 414(p) of the Code, are distributees with regard to the interest of
14 the spouse or former spouse.

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

17 For purposes of the direct rollover provisions in this Section, an eligible
18 retirement plan shall also mean an annuity contract described in Section 403(b) of the
19 Code and an eligible plan under Section 457(b) of the Code which is maintained by a
20 state, political subdivision of a state, or any agency or instrumentality of a state or
21 political subdivision of a state and which agrees to separately account for amounts
22 transferred into such plan from this Plan. The definition of eligible retirement plan shall
23 also apply in the case of a distribution to a surviving spouse, or to a spouse or former

1 spouse who is the alternate payee under a qualified domestic relation order, as defined in
2 Section 414(p) of the Code.

3 **4.19.120 Funding.**

4 A. Pension Fund. The City shall establish a Trust Fund into which it shall
5 make contributions at such times and in such amounts as the Actuary shall determine to
6 keep the Trust Fund actuarially sound with respect to the obligation to pay the benefits
7 under the Plan. The assets in the Trust Fund shall be held by the Trustee for the
8 exclusive benefit of the Participants and beneficiaries and at no time prior to the
9 satisfaction of all of the liabilities under the Plan to pay benefits to Participants and
10 beneficiaries shall any part of the Trust Fund be used for or diverted to any purpose other
11 than for their exclusive benefit or to pay administrative expenses of the Plan, except as
12 specifically provided in this Plan.

13 B. Annual Actuarial Examination. At least once each year, the Board of
14 Trustees shall cause the liabilities of the Plan with respect to retirement benefits to be
15 evaluated by an Actuary who shall report on the soundness and solvency of the Trust
16 Fund in relation to such liabilities and on the amount of the contribution for the year
17 which is appropriate to keep the Trust Fund actuarially sound with respect to the
18 obligation to pay the benefits under the Plan. Except as described below, each such
19 report shall be delivered to the City's Budget Director no later than March 1st of each
20 year.

21 The Actuary shall use the entry age normal method, amortizing the unfunded
22 accrued liability as a level percent of payroll over a thirty year period. If the Board of
23 Trustees fails to provide the actuarial valuation on or before the deadline for a Plan Year,

1 the amount of the contribution for such year shall be determined by an Actuary retained
2 by the City.

3 Actuarial retained by the Board of Trustees shall be subject to the procurement
4 rules contained in Ordinance 64102, or its successor.

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

8 C. Rights of Participants. No person shall have any financial interest in, or
9 right to, any benefits or assets in the Trust Fund, except as expressly provided for in this
10 Plan. The payment of all benefits accrued under this Plan is hereby made an obligation
11 of the City.

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

17 **4.19.130 Trust Fund Investments.**

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

21 B. Investment of Trust Assets. The Board of Trustees shall have the
22 authority and discretion to invest the assets of the Plan in accordance with this Section,
23 except to the extent that the authority to manage, acquire or dispose of assets of the Plan

1 is delegated to one or more investment managers. The Board of Trustees may, but shall
2 not be required to, appoint an investment manager or managers to manage all or any
3 portion of the assets of the Trust Fund. An investment manager shall have the authority
4 and discretion to manage and control the assets of the Plan assigned to it by the Board of
5 Trustees, in accordance with the agreement between the investment manager and the
6 Board of Trustees. The Board of Trustees shall not be obligated to invest or otherwise
7 manage any assets of the Plan so assigned to an investment manager, nor shall the Board
8 of Trustees be liable for the acts or omissions of such an investment manager.

9 The selection of investment managers shall be based solely on sound investment
10 principles in the best interest of the Trust Fund. No member of the Board of Trustees
11 shall have any personal interest in the selection of an investment manager, except benefits
12 from an interest in investments common to all Participants in the Plan. The Board of
13 Trustees shall keep a record of the process for the selection of investment managers,
14 which shall be open to public inspection.

15 Upon transfer of the assets of the Prior Plan to the Trust Fund, each investment
16 manager of assets of the Prior Plan shall continue to manage the assets assigned to it at
17 the time of the transfer, until the Board of Trustees removes such investment manager or
18 reduces the amount of assets assigned to it.

19 C. Standard of Care. The Board of Trustees shall invest and manage the
20 assets of the Trust Fund as a prudent investor would, taking into account the purposes,
21 terms, distribution requirements, and other circumstances of the Plan. In satisfying this
22 standard, the Board of Trustees shall exercise reasonable care, skill and prudence. No
23 member of the Board of Trustees shall have any interest in the gains or profits made on

1 any investment, except benefits from an interest in investments common to all
2 Participants in the Plan.

3 D. Appointment of Board of Trustees. The Board of Trustees shall be
4 constituted as follows:

- 5 (1) The Budget Director of the City, ex officio;
- 6 (2) The Comptroller or Deputy Comptroller of the City, ex officio;
- 7 (3) Two members to be appointed by the Mayor of the City to serve for a term of two
8 years;
- 9 (4) Two members to be elected by actively employed Participants in the Plan for a
10 term of three years who shall hold office while Participants in the Plan;
- 11 (5) One member who shall be a retired firefighter to be elected by the retired
12 firefighters who shall hold office for a term of three years.

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

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

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

20 Each Trustee shall within ten days after his appointment or election take an oath
21 of office before the Clerk of the Circuit Court of the City, that, so far as it devolves upon
22 him, he will diligently and honestly administer the affairs of the Board and that he will
23 not knowingly violate or willingly permit to be violated any of the provisions of the law

1 applicable to the Plan. The oath shall be subscribed to by the member making it and
2 certified by the Clerk of the Circuit Court.

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

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

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

1 or otherwise modify, to foreclose upon default, or to otherwise enforce
2 any such obligation;

3 (5) To vote in person or by proxy on any stocks, bonds or other securities held
4 by it; to exercise any options appurtenant to any stocks, bonds or other
5 securities for the conversion thereof into other stocks, bonds or other
6 securities or to exercise any rights to subscribe for additional stocks, bonds
7 or other securities and to make any and all necessary payments; to join in,
8 or to dissent from, and to oppose the reorganization, recapitalization,
9 consolidation, sale or merger of corporations or properties in which it may
10 be interested as trustees, upon such terms and conditions as they may
11 deem wise, and to accept any securities which may be issued upon any
12 such reorganization, recapitalization, consolidation, sale or merger;

13 (6) To make, execute, acknowledge and deliver any and all deeds, leases,
14 assignments and any and all other instruments that may be necessary or
15 appropriate to carry out the powers herein granted;

16 (7) Subject to the limitations set forth in this ordinance, to enforce any right,
17 obligation or claim and, in general, to protect in any way the interests of
18 the Trust Fund, either before or after default, and, where it shall consider
19 such action in the best interest of the Trust Fund to abstain from the
20 enforcement of any right, obligation or claim and to abandon any property,
21 whether real or personal, which at any time may be held by it;

22 (8) To cause any investment from time to time held by it to be registered in, or
23 transferred to, their name as trustees or in the name of their nominee, or to

1 retain in book entry or unregistered form or in a form permitting
2 transferability by delivery; provided, that the books and records of the
3 Board of Trustees shall at all times show that all such investments are part
4 of the Trust Fund;

5 (9) To do all acts which it may deem necessary or proper, and to exercise any
6 and all of the powers of the trustees under this Plan upon such terms and
7 conditions as it may deem to be in the best interest of the Trust Fund, as
8 established in this ordinance;

9 (10) To invest and reinvest all or any part of the Trust Fund through the
10 medium of any common, collective or commingled trust fund maintained
11 by state and federally chartered financial institutions (which institution
12 may be the trustee or affiliated with the trustee) as the same may have
13 heretofore been or may hereafter be established or amended, which is
14 qualified under the provisions of Section 401(a) of the Code and exempt
15 under Section 501(a) of the Code, and during such period of time as an
16 investment through any such medium shall exist, the declaration of trust of
17 such fund shall constitute a part of the Plan;

18 (11) To invest assets of the Trust Fund in deposits of a bank or similar financial
19 institution that bear a reasonable rate of interest;

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

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

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

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

9 H. Bond. Each member of the Board of Trustees shall be bonded for at least
10 \$500,000, or any other amount set by the Director of Personnel. The bond shall provide
11 protection to the Plan against loss to the Plan by reason of acts of fraud or dishonesty, or
12 intentional disregard of the terms of the Plan.

13 **4.19.140 Administration – Duties of Trustees**

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

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

21 (1) To interpret the Plan provisions and to decide all questions concerning the Plan
22 and the eligibility of any Employee to participate in the Plan and to receive
23 benefits from the Plan;

- 1 (2) To authorize the payment of benefits at such times and in such manner as they
2 determine are consistent with the terms of the Plan;
- 3 (3) To keep accurate and detailed records of the administration of the Plan, including
4 the amount of Accumulated Contributions credited to the account of each
5 Participant, which records shall be open to inspection by the City at all reasonable
6 times;
- 7 (4) To establish and enforce such rules, regulations and procedures as it shall deem
8 necessary or proper for the efficient administration of the Plan;
- 9 (5) To delegate to any agents such duties and powers, both ministerial and
10 discretionary, as it deems appropriate, by an instrument in writing which specifies
11 which such duties are so delegated and to whom each such duty is so delegated;
12 and
- 13 (6) To keep a record of all its proceedings, which shall be open to public inspection,
14 and to publish annually a report showing the fiscal transactions of the Plan for the
15 preceding fiscal year and the financial statement showing the assets of the Plan.

16 Notwithstanding any other provision of this ordinance, the Board of Trustees shall
17 have no duty or authority with respect to the establishment, design, amendment or
18 termination of the Plan, which is reserved to the City. Such functions are settlor
19 functions, which are reserved to the City, not fiduciary functions, in accordance with trust
20 law.

21 C. Written Instructions and Information. All claims, elections, instructions
22 and requests by a Participant must be made in writing to the Board of Trustees. Each
23 Participant shall furnish the Board of Trustees any requested information as needed to

1 administer the Plan. The City shall furnish the Board of Trustees with the information
2 needed to administer the Plan.

3 D. Compensation of Actuaries and Money Managers. Any member of the
4 Board of Trustees, Actuary or investment manager may receive reasonable compensation
5 from the Trust Fund for services rendered on behalf of the Plan or Trust, provided that no
6 person who renders services to the Plan who already receives full-time pay from the City
7 shall receive compensation from the Trust Fund except for reimbursement of expenses
8 properly and actually incurred. The selection of any actuary shall be subject to a
9 competitive bidding process in accordance with the terms and conditions of Ordinance
10 64102 and any subsequently enacted requirements governing contracts for professional
11 services.

12 E. Allocation and Delegation Procedures. The Board of Trustees may
13 appoint one or more of its Participants to carry out any particular duty or duties or to
14 execute any and all documents on its behalf. Any documents so executed shall have the
15 same effect as though executed by all the Participants. Such appointments shall be made
16 by an instrument in writing that specifies what duties and powers are so allocated and to
17 whom each such duty or power is so allocated. The Board of Trustees may delegate to
18 any agents (including the Trustee) such duties and powers, both ministerial and
19 discretionary, as it deems appropriate, by an instrument in writing which specifies which
20 such duties are so delegated and to whom each such duty is so delegated.

21 F. Indemnification of Board of Trustees. The Plan shall indemnify any
22 person serving on the Board of Trustees against all liabilities and claims (including
23 reasonable attorneys' fees and expenses in defending against such liabilities and claims)

1 other than liability arising out of a breach of fiduciary responsibility caused by the action
2 of such person, liability for acting outside the scope of the person's authority, including
3 but not limited to the authority and limitations stated in this Section 4.19.140, and
4 liability for directing payment of benefits that are not made pursuant to a reasonable,
5 good faith interpretation of the explicit terms of the Plan.

6 G. Officers and Employees. The Plan's Board of Trustees shall elect a
7 chairman from its membership by a majority vote. The Director of Personnel or his
8 designee shall be Secretary of the Board of Trustees. The Director of Personnel shall
9 appoint all employees of the Plan in accordance with City rules and procedures governing
10 employment, per-performance employment and contracts. The Director of Personnel
11 shall direct the work of said Plan employees in accordance with the rules and policies
12 established by the Board of Trustees. The compensation of all persons so appointed shall
13 be in accordance with the comprehensive compensation plan of the City. A relative of
14 any member of the Board of Trustees may not be employed to perform any services for
15 the Plan or its Board of Trustees, or receive any compensation from the Trust Fund. The
16 Board of Trustees shall comply with all Charter and ordinance requirements governing
17 contracts for professional services, including but not limited to the provisions of
18 Ordinance 64102, with the chairman of the Board of Trustees appointing the committee
19 members referenced in Section 2, subparts (1) and (2) of Ordinance 64102.

20 **4.19.150 Claims and Review Procedure.**

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

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

- 4 (1) The specific reason or reasons for the denial;
- 5 (2) Specific reference to pertinent Plan provisions on which the denial is
6 based;
- 7 (3) A description of any additional material or information necessary for the
8 claimant to perfect the claim and an explanation of why such material or
9 information is necessary; and
- 10 (4) An explanation of the claim review procedure and the time limits
11 applicable to such procedures.

12 If special circumstances require an extension of time beyond the initial ninety day
13 period, prior to the end of such initial ninety day period the Board of Trustees shall
14 provide to the claimant written notice of the extension, the special circumstances
15 requiring the extension, and the date by which the Board of Trustees expects to render the
16 final decision.

17 C. Appeal of Denial. Within sixty days after a claim is denied, the claimant
18 or his duly authorized representative may appeal such denial to the Board of Trustees by
19 filing a written notice of appeal of the claim denial with the Board of Trustees, provided
20 that if the claimant or his duly authorized representative fails to file such appeal within
21 sixty days after the claim is denied, the claimant shall be deemed to have waived any
22 right to appeal the denial of the claim. The notice of appeal shall reasonably apprise the

1 Board of Trustees of the reasons and grounds for such appeal and shall specify the scope
2 of review desired by requesting any or all of the procedures as follows:

3 (1) Review, upon request and free of charge, all documents, records and other
4 information in the possession of the Board of Trustees that are relevant to
5 the claim; and

6 (2) Submit written comments, documents, records and other information
7 relating to the claim.

8 If review of a decision is requested, such review shall include a review of all
9 comments, documents, records and other information submitted by the claimant relating
10 to the claim without regard to whether such information was submitted or considered in
11 the initial determination. Any denial shall inform the claimant of the specific reason or
12 reasons for the denial, refer to the specific Plan provisions on which the denial is based,
13 state that the claimant is entitled to receive, upon request and free of charge, reasonable
14 access to, and copies of all documents, records and other information relevant to the
15 claim. The decision on review shall be final and legally binding on all parties.

16 **4.19.160 Amendment**

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

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

1 **4.19.170 Miscellaneous.**

2 A. Rights of Employee. Neither the action of the City in establishing this
3 Plan, nor any action taken by an Employer or the Trustee, nor any provision of the Plan
4 shall be construed as giving to any Employee the right to be retained in the employ of the
5 City or the right to any payments other than those expressly in the Plan to be paid from
6 the Trust Fund. The City expressly reserves the right to modify the Plan terms and
7 benefits at any time. The City also expressly reserves the right to dismiss any Employee
8 without any liability for any claim against such Employer or against the Trust Fund other
9 than with respect to the benefits provided for by the Plan.

10 B. Source of Benefits. All benefits to be paid to a Participant or his
11 beneficiary under this Plan shall be paid solely out of the Trust Fund, and the City
12 assumes no liability or responsibility therefor.

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

20 D. Rules of Construction. The terms and provisions of this Plan shall be
21 construed in accordance with the meaning under, and which will bring the Plan into
22 conformity with Section 401(a) of the Code, and in accordance with the laws of the State
23 of Missouri. The Plan shall be deemed to contain the provisions necessary to comply

1 with such laws. If any provision of this Plan shall be held illegal or invalid, the
2 remaining provisions of this Plan shall be construed as if such provision had never been
3 included and such remaining provisions shall remain valid and operative; provided that
4 the benefits accrued under the Prior Plan on account of earnings and service before the
5 Effective Date shall be assumed by and paid under this Plan if and only if the assets of
6 the Prior Plan are merged into the Trust Fund under this Plan in accordance with
7 subsection 4.19.010(E). Wherever applicable, the masculine pronoun as used herein shall
8 include the feminine, and the singular shall be the plural.

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

13 In the event of a failure or refusal by the Trustees to administer the Plan according
14 to the terms of this Ordinance, or if the Trustees act in manner contrary to their scope of
15 authority, including but not limited to the authority and limitations stated in Section
16 4.19.140, the City may seek and pursue any or all legal remedies to enforce adherence to
17 the terms and conditions stated in this ordinance, including but not limited to a suit for
18 injunction, writ of mandamus or prohibition or court appointment of a successor Trustee.
19 If any provision of this Ordinance or Ordinance 69149 shall be held illegal or invalid, the
20 remaining provisions of this Ordinance shall be construed as if such provision has never
21 been included and such remaining provisions shall remain valid and operative. The
22 provisions of this Ordinance shall supersede any other ordinance or part of an ordinance
23 to the extent such other ordinance or part of an ordinance conflicts herewith.