

**FIREFIGHTERS PENSION & RELIEF FUND
FOR THE
CITY OF NEW ORLEANS**

SUMMARY PLAN DESCRIPTION

EFFECTIVE DECEMBER 31, 2015

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**THIS SUMMARY PLAN DESCRIPTION IS PROVIDED TO YOU
FOR INFORMATIONAL PURPOSES ONLY AND IN NO WAY
CONSTITUTES A CONTRACT BETWEEN YOU AND THE
NEW ORLEANS FIREFIGHTERS PENSION
AND RELIEF FUND**

**FIREFIGHTERS PENSION & RELIEF FUND
FOR THE CITY OF NEW ORLEANS**

3520 General de Gaulle, Suite 3001
New Orleans, Louisiana 70114
Telephone: (504) 366-8102
Fax: (504) 366-8103

BOARD OF TRUSTEES

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Thomas F. Meagher, III - Secretary-Treasurer
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Pamela Z. Meyer – Administrative Assistant

FUND COUNSEL

Louis L. Robein
Maria C. Cangemi
Robein, Urann, Spencer, Picard & Cangemi
(A Professional Law Corporation)

FUND ACTUARY

Michael Conefry
Conefry & Company, LLC

FUND ACCOUNTANT

Randy Brunet

SUMMARY PLAN DESCRIPTION
FIREFIGHTERS PENSION & RELIEF FUND
FOR THE CITY OF NEW ORLEANS

TO ALL FIREFIGHTERS:

This Summary Plan Description is intended to explain to you in summary form the principal provisions of the Firefighters Pension & Relief Fund for the City of New Orleans (the “Fund”) as established under LA R.S. 11:3361, *et seq* and as interpreted by the Board of Trustees. This Summary Plan Description is designed to answer most of the questions that you may have concerning your benefits, rights and obligations as set forth under LA R.S. 11:3361, *et seq*.

We urge you to read this booklet carefully and keep it in a safe place where you might refer to it from time to time.

Please remember that this Summary Plan Description is an explanation of the general terms of the Louisiana statutes creating the Fund and the various Rules and Regulations as adopted by the Board of Trustees. This general explanation does not change, expand or otherwise interpret the statutes governing the Fund. In the event of a conflict between the statutes creating the Fund and this booklet, the Louisiana statutes will control.

If you have any questions that are not answered in this booklet, you are invited to submit them in writing to the Board of Trustees or contact the Fund’s Administrative Office.

Sincerely,

Board of Trustees

DEDICATION

BERNARD V. NICOLAY

A FIREFIGHTER AND FRIEND

Bernard V. Nicolay began his career with the New Orleans Fire Department in May 1952 and rose through the ranks, reaching the position of District Chief. He was elected to a position of an Active Member Trustee of the New Orleans Firefighters Pension and Relief Fund Board of Trustees in the election of 1965, taking office on January 1, 1966. Chief Nicolay was later elected to the position of Secretary-Treasurer of the New Orleans Firefighters Pension and Relief Fund in March 1970, and was re-elected to that post every year, serving in that capacity until January 1996. He retired from the New Orleans Fire Department in 1975 and immediately assumed a position of a Retired Trustee of the New Orleans Firefighters Pension and Relief Fund Board of Trustees.

Bernard V. Nicolay retired on September 10, 1998 as a Member of the Board of Trustees of the New Orleans Firefighters Pension and Relief Fund, having dedicated his knowledge and service to the Pension Fund's Staff, the Board of Trustees of the New Orleans Firefighters Pension and Relief Fund, and all the Pension Fund's Members, continuously and without fail, until he answered his last alarm on October 15, 2001.

During his tenure, because of his vision and under his direction, a new, fully funded Pension System, dubbed the "New System," was created in 1968 by the Louisiana Legislature.

The entire Membership of the New Orleans Firefighters Pension and Relief Fund will reap the rewards of his labor of love and dedication, recognizing and appreciating his benevolence, dedication, knowledge, patience, service and love.

His experience is unparalleled and of such value to the Board of Trustees of the New Orleans Firefighters Pension and Relief Fund and the Members of the System that a mere expression of gratitude does not seem to be enough.

The New Orleans Firefighters Pension and Relief Fund Board of Trustees would like to commend Bernard V. Nicolay for a "Job Well Done," acknowledging our heartfelt thanks for his years of service and dedication as a Member of the Board of Trustees. The New Orleans Firefighters Pension and Relief Fund Board of Trustees, Its' Staff, and all Its' Members will forever remember and appreciate that Bernard V. Nicolay's unselfish dedication, commitment and service helped create a Pension Fund that allows all New Orleans Firefighters to retire with dignity, pride, respect and the financial security that they and their families so richly deserve.

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**ARTICLE I
GENERAL INFORMATION**

A. PLAN NAME AND BOARD OF TRUSTEES

LA R.S. 11:3361 creates the Firefighters Pension & Relief Fund for the City of New Orleans. LA R.S. 11:3362 requires this Fund to be administered by the Board of Trustees comprised of:

1. The Superintendent of the New Orleans Fire Department;
2. The Director of Finance of the City of New Orleans;
3. Two (2) Members elected from the active ranks of the Department;
4. Two (2) Members elected from the ranks of the retired Members of the Department who are participants in the Pension Fund; and
5. One (1) Member who resides and is registered to vote in the City of New Orleans who is appointed by the Mayor subject to confirmation by the New Orleans City Council. A vacancy in this position shall be filled in the same manner as the original appointment.

The terms of the individual members shall endure for two (2) years.

The Board of Trustees may be contacted at the following address:

Trustees of the Firefighters Pension & Relief Fund For the City of New Orleans
3520 General de Gaulle, Suite 3001
New Orleans, Louisiana 70114
Telephone: (504) 366-8102

B. EMPLOYER IDENTIFICATION NUMBER

The Internal Revenue Service has assigned the Fund the Employer Identification Number of 72-6020824. The Plan Number is 001.

C. AGENT FOR LEGAL SERVICE OF PROCESS

The Board of Trustees is designated as the Fund's agent for service of legal process and may be contacted at the following address:

Trustees of the Firefighters Pension & Relief Fund
For the City of New Orleans
3520 General de Gaulle, Suite 3001
New Orleans, Louisiana 70114

D. PLAN YEAR

The Fund's Plan Year for accounting and financial purposes is January 1 to December 31.

**ARTICLE II
DEFINITIONS**

- A. ACCUMULATED CONTRIBUTIONS or EMPLOYEE CONTRIBUTIONS** means contributions made to the Fund by you through monthly Salary deductions as provided in LA R.S. 11:3363(B). Amounts contributed are maintained in your annuity account and cannot be forfeited. Interest shall accrue as determined by the Board.
- B. ACTIVE FIREFIGHTER** means a participant in the Pension Fund and a Member of the New Orleans Fire Department who is actively engaged in extinguishing fires, as defined in LA R.S. 11:3361. An Active Firefighter does not include those persons who are receiving disability benefits, who have terminated service, or who have retired.
- C. ALTERNATE PAYEE** means your Spouse, former Spouse, Child, or other dependent who is entitled to receive some or all of the Fund's benefit payments.
- D. ANNUITY STARTING DATE** means the date you or your Beneficiary begin to receive a benefit of any kind from the Pension Fund.
- E. ARMED FORCES OF THE UNITED STATES or ARMED FORCES** means military service, whether by selective service draft, enlistment, reserve call-up, or any other honorable means, training and examinations with any branch of the Armed Forces (both regular and reserve components), the National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President of the United States as being entitled to military service credit.
- F. BOARD** means the Board of Trustees of the Firefighters Pension & Relief Fund for the City of New Orleans.
- G. CHILD, CHILDREN or DEPENDENT** means your natural born or legally adopted Child who is dependent upon you or your surviving Spouse for fifty percent (50%) or more of his/her support. Proof of support may be required by the Trustees.
- H. DEFERRED SERVICE RETIREMENT BENEFIT** means a Service Retirement Benefit payable to a terminated Firefighter whose separation from employment as an Active Firefighter occurred after having completed all applicable requirements to qualify for a Service Retirement Benefit, except that of filing an application to retire, provided the terminated Firefighter has not elected to receive a refund of his Accumulated Contributions.

- I. **DESIGNATED BENEFICIARY** means the person(s) designated by you, in writing and filed with the Board, to receive the lump sum death benefit provided for in LA R.S. 11:3378(B) and/or any benefits that may be payable to a beneficiary in the event of your death. (See Article VIII Section G, entitled Designation of Beneficiary, for explanation as to when and how to designate a beneficiary.)
- J. **DISABILITY RETIREMENT DATE** means the date the Board determines that you acquired a Total and Permanent Disability as defined in Sections DD and EE of this Article, and have met the standards of proof and conditions set forth in Article VII by placing your name on the pension rolls that you are eligible to receive a Non-Service Connected Disability Retirement Benefit or a Service-Connected Disability Retirement Benefit.
- K. **DROP** means Deferred Retirement Option Plan, an optional form of retirement payment. Your DROP benefit consists of a lump sum payment equal to no more than sixty (60) times your normal monthly retirement benefit that is made to your individual account during your participation in the DROP, with a subsequent lifetime annuity. See Article VI, Section C.
- L. **FIRE DEPARTMENT or DEPARTMENT** means the New Orleans Fire Department.
- M. **FUND** means the Firefighters Pension & Relief Fund for the City of New Orleans.
- N. **INACTIVE FIREFIGHTER** is a participant of the Pension Fund who has terminated service with the Fire Department.
- O. **NEW SYSTEM MEMBER** means an Active Firefighter who was employed by the Fire Department on or after January 1, 1968
- P. **NON-DUTY DEATH** means the death of a Firefighter caused by illness or injury not related to his employment with the Fire Department.
- Q. **NON-VESTED** means you have not achieved Vested status as defined in Section HH of this Article.
- R. **OLD SYSTEM MEMBER** means a Firefighter who was employed by the Fire Department before January 1, 1968.
- S. **PENSION & RELIEF COMMITTEE** means the committee appointed by the Board consisting of no less than three (3) Board members to hear and review claims and appeals from benefit denials, and to issue recommendations to the Board of Trustees concerning ultimate determination of any question brought to the Board's attention.
- T. **PLAN YEAR** means, for accounting and financial purposes, a calendar year beginning January 1 and ending December 31.

- U. PLOP** means Partial Lump-sum Option Payment, an optional form of retirement payment. PLOP is a partial-lump sum benefit payable at retirement, equal to no more than sixty (60) times your normal monthly retirement benefit, with a reduced monthly benefit payable for life. This benefit will be actuarially equivalent to your normal retirement benefit. See Article VI, Section E.
- V. REVERSE DROP** means retroactive participation in the DROP. You may receive a lump sum benefit of up to sixty (60) months, based on the value of your pension at the date selected. See LA R.S. 11:3385.1(L).
- W. SALARY or COMPENSATION** means your wages paid by the New Orleans Fire Department during the Plan Year or during a Year of Service (as defined in Article II, Section JJ), as applicable. Voluntary overtime, part time, uniform allowance and holiday pay are not included in your Salary or Compensation for benefit calculation purposes under this Plan.
- X. SERVICE RETIREMENT BENEFIT** means the Vested benefit that you are eligible to receive upon the attainment of age fifty (50) or fifty two (52) if you entered the Fire Department on or after January 1, 2015, and after completion of at least twelve (12) Years of Service, as calculated in accordance with Article VI, Section A.
- Y. SERVICE RETIREMENT ELIGIBILITY DATE** for Members employed with the Fire Department before December 31, 2014, means the date on which you complete a minimum of twelve (12) Years of Service and attain age fifty (50), rendering you eligible to receive a Service Retirement Benefit. For New System Members entering employment with the Fire Department on or after January 1, 2015, Service Retirement Eligibility Date means the date on which you complete a minimum of twelve (12) Years of Service and attain age fifty two (52).
- Z. SPOUSE** means a husband or wife of either sex to whom you, as an Active Firefighter, are legally married, with no requirement as to length of marriage. Same sex marriages or common law marriages are recognized, provided the marriage was established in a state that recognizes same sex marriage or common law marriage.
- AA. STATUTORY BENEFICIARY** means the beneficiary to whom your benefit will be paid in the event you do not designate a beneficiary. The benefit shall be paid to the first applicable class of Statutory Beneficiaries listed below:
1. Surviving Spouse
 2. surviving Child(ren)
 3. surviving parents
 4. your estate (if succession has been probated)
 5. your heirs if estate qualifies as a “small succession” under La C.C.P. 3431.

(See Article VIII Section G, entitled Designation of Beneficiary, for explanation as to when and how to designate a beneficiary.)

- BB. SURVIVING SPOUSE** means a husband or wife of either sex to whom you, as an Active Firefighter, are legally married at the time of death, with no requirement as to length of marriage.
- CC. TOTALLY AND PERMANENTLY DISABLED FROM FIREFIGHTING** means a physical or mental condition that renders you incapable of continuing and performing your usual and customary duties as an Active Firefighter. An Active Firefighter's Total and Permanent Disability from Firefighting shall be determined by the Board.
- DD. TOTALLY AND PERMANENTLY DISABLED FROM ANY GAINFUL EMPLOYMENT** means an acquired physical or mental condition that prevents you from performing your usual and customary duties as an Active Firefighter, and from holding any other meaningful and Gainful employment or self-employment outside of the Fire Department. An Active Firefighter's Total and Permanent Disability from Gainful Employment shall be determined by the Board.
- EE. TYPE 1 SERVICE CONNECTED DEATH** means the death of an Active Firefighter while actively fighting a fire or while responding to or returning from a dispatched incident, including death from the immediate effects of any injury suffered while performing said duties, death from the immediate effect of a heart or lung disease as set forth in LA R.S. 33:2581, any presumptive cancer as defined in LA R.S. 33:2011, and any presumptive hepatitis as defined in LA R.S. 33:2012 suffered during the performance of his duties as an Active Firefighter.
- FF. TYPE 2 SERVICE CONNECTED DEATH** means the death of an Active Firefighter that was caused by any other manner while on duty but not directly due to Firefighting.
- GG. VESTED** means you are unconditionally guaranteed your Service Retirement Benefit upon the completion of twelve (12) Years of Service. Once you are Vested, your benefits or interest under the Fund cannot be forfeited or reduced.
- HH. WIDOWED PARENT** means a Member's mother or father who has survived the deaths of both the Member and the Member's other parent, provided he/she was dependent on the Member for support.
- II. YEAR OF SERVICE** means a period of twelve (12) consecutive months during which you accrue Creditable Service in accordance with Article III.

**ARTICLE III
YEARS OF SERVICE**

A. ACTIVE SERVICE CREDITS

Active Service Credits are accrued any time during which you perform services as an Active Firefighter for the City of New Orleans Fire Department.

B. SICK & ANNUAL LEAVE CREDITS

Creditable Service may also include, at your written request, your annual leave days over 45 and sick leave as granted to you by the Fire Department. Annual or sick leave may not be used for vesting purposes.

Calculation of annual leave/sick leave for all Members other than Chiefs:

18 days = 1 Month
216 days = 1 Year of Service

NOTE: The calculation of annual leave/sick leave for Educational Officers for Training School is first performed by dividing the total number of accumulated hours earned over your entire service with the Fire Department by eight (8), and then applied using the above formula.

NOTE: Calculation of annual leave/sick leave credit for Chiefs:

14.3 days = 1 Month
172 days = 1 Year of Service

The above calculations are based on current work schedules as of the release date of this SPD.

C. MILITARY SERVICE CREDIT

Creditable Service shall also include years in which you serve in the Armed Forces of the United States. Military Service Credits shall be granted in accordance with LA R.S. 11:3366 and LA R.S. 29:38 and the following statutes, 38 U.S.C. 4312, and the provisions of this Section.

Up to five (5) years of additional Creditable Service may be awarded if you performed military service prior to or during your employment with the Fire Department.

Your survivor(s), provided they qualify for a joint and survivor annuity, may establish your entitlement to Military Service Credits after your death, thereby increasing the pro rata survivor benefit payable to them, in the event you die following reemployment, but prior to having established your entitlement to Military Service Credits.

Calculation of Military Service Credits for Training Duty:

1 drill point = 1 day
250 days = 1 Year of Service

This credit for training duty cannot duplicate service credits earned during employment with the Fire Department and is subject to the five-year limitation applicable for pre-employment military service.

You are entitled to receive Military Service Credits for all military service in the Armed Forces provided you meet the statutorily established prerequisites set forth below:

1. MILITARY SERVICE PRIOR TO EMPLOYMENT

- a. You must have been an employee of the New Orleans Fire Department subsequent to your service in the armed forces of the United States.
- b. You must have been discharged honorably from your military service.

2. MILITARY SERVICE DURING EMPLOYMENT

- a. You must have been honorably discharged;
- b. You must have given advance written notice of your required military service to the Fire Department (only if service after December 12, 1994), with certain minor exceptions;
- c. You must be employed by the Fire Department immediately prior to commencing your military service; and
- d. You must have submitted an application for reemployment with the Fire Department or reported back to work within eight (8) hours (if military service was 30 days or less), fourteen (14) days (if military service was between 31 and 120 days), or ninety (90) days (if military service was longer than 180 days) of discharge from service or within no more than two (2) years from your recovery from an injury sustained as a result of military service. You must request in writing any extension of time to submit your application before the expiration of the above stated deadlines.

The maximum award of Military Service Credits is five (5) years for service in the uniformed services performed during your employment with the Fire Department. Additional such credit may be claimed if your military service was extended beyond five (5) years under circumstances beyond your control.

D. PURCHASE OF SERVICE CREDITS (LA R.S. 11:3391)

Any Member who has earned at least five (5) Years of Service in the Fund shall be eligible to purchase up to five (5) years of service credit, provided that he applies to the Fund for such credit on or before termination of employment. The Member must pay to the Fund the greater of the amount calculated in accordance with the actuarial cost provisions of R.S. 11:158 or the employee and employer contributions plus interest based on the Member's current Salary. Such payment must completely offset the increase in the Fund's accrued liability resulting from the receipt of the credit by the Member.

No service credit shall be given to the Member until or unless such amount is paid in full. Any credit purchased pursuant to this Section shall be used solely for calculation of benefits and not for eligibility/Vesting purposes.

E. RECIPROCAL RECOGNITION OF YEARS OF SERVICE AND TRANSFER TIME SERVICE CREDITS

A Member may obtain Creditable Service through the reciprocal recognition of Years of Service and the transfer of credits.

1. METHODS OF RECOGNITION

- a. If you were formerly employed by a public agency of this State and you were a member or participant of any state, municipal or parochial retirement system ("Public Retirement Fund") of that public agency, you may transfer your Years of Service accrued under the Public Retirement Fund to be added to your Years of Service under this Fund and to receive your entire benefit of any kind from this Fund as a New System Member. The details of reciprocation of Years of Service are set forth in LA R.S. 11:143.
- b. If you terminate your employment with the Fire Department and are subsequently employed by a public agency of this State wherein you become a member or participant of any Public Retirement Fund of that public agency, you have the option to transfer your Years of Service accrued under this Fund to be added to your Years of Service accrued under the Public Retirement Fund and to receive your entire benefit of any kind from the Public Retirement Fund.

2. TRANSFERRED YEARS OF SERVICE - ENTIRE BENEFIT PAID FROM THIS FUND

To transfer your Years of Service accrued with a Public Retirement Fund to this Fund, you must meet the following requirements:

- a. You must have met the eligibility requirements of the Public Retirement Fund and have been a member or participant of the Public Retirement Fund for at least six (6) months; and
- b. You must have met the eligibility requirements of this Fund; and
- c. You must not have received a refund of your Accumulated Contributions from either Fund or you must repay your Accumulated Contributions plus compounded interest at the Board-approved actuarial valuation rate thereon from the date of refund until paid; and
- d. You must request this Fund to receive the Years of Service from the Public Retirement Fund, including years of past service, military service or any other service, by filing an application with the Board.

3. TRANSFERRED YEARS OF SERVICE - ENTIRE BENEFIT PAID FROM THE PUBLIC RETIREMENT FUND

To transfer your Years of Service accrued with this Fund to any Public Retirement Fund, you must meet the following requirements:

- a. You must have met the eligibility requirements of this Fund and have been a Member or participant of this Fund for at least six (6) months; and
- b. You must have met the eligibility requirements of the Public Retirement Fund; and
- c. You must not have received a refund of your Accumulated Contributions from either Fund or you must repay your Accumulated Contributions plus compounded interest at the Board-approved actuarial valuation rate thereon from the date of refund until paid; and
- d. You must request the Public Retirement Fund to receive the Years of Service from this Fund, including years of past service, military service or any other service, by filing an application with the Trustees of the Public Retirement Fund.

Upon notice from the Public Retirement Fund that it has approved the transfer of Years of Service from this Fund, the Board will transfer total contributions plus interest thereon to the Public Retirement Fund. Upon the transfer of total contributions plus interest thereon, this Fund does not have any future liability with respect to the former Participant who elects to transfer his Years of Service from this Fund to the Public Retirement Fund.

In the event you transfer Years of Service with this Fund to a Public Retirement Fund, and receive a benefit of any kind from the Public Retirement Fund, you are precluded

from using any transferred Years of Service in this Fund if you are subsequently employed by the Department.

ARTICLE IV PARTICIPATION

A. ACTIVE FIREFIGHTER

Your participation in the Fund as a New System Member commences on the first day of your employment as an Active Firefighter.

B. FIRE ADMINISTRATION DIVISION

Any uniformed Member of the fire suppression division of the Fire Department who has occupied a position as an Active Firefighter in the classified civil service of the City of New Orleans for at least ten (10) years, and who, because of physical disability, elects to transfer from the fire suppression division to the fire administration division, may continue to participate in the Fund unless the Board determines that such continued employment is detrimental to the health and safety of other members.

ARTICLE V FUNDING

A. CITY OF NEW ORLEANS

Each Plan Year, the City of New Orleans contributes to the Fund, for the benefit of all Members, the following amounts:

1. One percent (1%) of the revenues derived from all licenses issued by the City, other than drivers' and chauffeurs' licenses;
2. Not less than five percent (5%) of the money annually appropriated by the City for the operation and maintenance of the Department;
3. All forfeitures and fines imposed by the Superintendent of the Fire Department on Members of the Department;
4. All fines imposed by the judicial system for infractions of city ordinances and laws relative to the Fire Department;
5. All proceeds from the sale of condemned apparatus or other personal property in use by the Fire Department; and

6. An amount determined each year by the Board and its Actuary, representing the sum necessary to actuarially maintain the New System in fully-funded status.

B. EMPLOYEE CONTRIBUTIONS

As a New System Member of the Fund, you are required to contribute ten percent (10%) of your Salary to the Fund, which will be deducted from your paycheck each pay period. You will no longer be subject to the ten percent (10%) Salary deduction once you retire from the Department or enter the DROP. For members with less than twenty (20) years of service as of January 1, 2014, the assessment levied shall be eight percent (8%) through December 31, 2014. For members with twenty (20) years of service or more as of January 1, 2014, the assessment shall be as follows:

1. 3.33% from January 1, 2014 to December 31, 2014
2. 6.66% from January 1, 2015 to December 31, 2015
3. 10% from January 1, 2016 to December 31, 2016

**ARTICLE VI
SERVICE RETIREMENT BENEFIT**

A. COMPUTATION OF RETIREMENT BENEFITS

Upon the attainment of your Service Retirement Eligibility Date, you are eligible to receive your Retirement Benefit. You may elect to commence receipt of your Retirement Benefit by making a written application to the Board.

The amount of your monthly Service Retirement Benefit is calculated according to the following formulas described in LA R.S. 11:3384:

1. If you entered service on or after January 1, 2015 and attained the age of fifty two (52) years with at least twelve (12) years of credible service, you shall receive a retirement benefit equal to 2-3/4% of your average Compensation based on the five (5) highest consecutive Years of Service multiplied by the number of years of creditable service.
2. If you entered service on or before December 31, 2014 and worked one or more hours of service after December 31, 1995 and attained the age of fifty (50) years, you shall receive a retirement benefit equal to 2-1/2% of your average Compensation based on the five (5) highest consecutive Years of Service, multiplied by your years of creditable service. If you continue service beyond twelve (12) years, your retirement benefit shall equal 3-1/3% of your average Compensation based on your highest five (5) consecutive Years of Service Compensation for each year or portion of a year beyond twelve (12) years. The

retirement benefit will not exceed a total of 3-1/3% of each year up to a total of 100% of your average pensionable compensation.

If you have completed thirty (30) or more Years of Service and are otherwise eligible for a Service Retirement Benefit, you shall receive a retirement benefit equal to 3-1/3% of your average salary based on your highest five (5) consecutive Years of Service multiplied by your total Years of Service.

However, notwithstanding the foregoing provisions, your maximum Retirement Benefit may not exceed 100% of the average Compensation earned during your highest five (5) consecutive Years of Service.

B. FORMS OF PAYMENT OF SERVICE RETIREMENT BENEFIT

When you become eligible to receive your Service Retirement Benefit, you have the option to receive it in one of the following forms of payment:

- 1. Single Life Annuity Option:** A single life annuity payable to you monthly for the duration of your life. Survivor benefits are limited to those set forth under Article VIII, provided, however, that if you are married at the time of your Annuity Starting Date.
- 2. Single Life Annuity with Guaranteed Benefit:** A reduced annuity payable for your life, actuarially calculated to provide that the total annuity payments payable by the Fund equal the sum of the accumulated total of your Employee Contributions made pursuant to Article V, Section B, including any applicable interest. If you die before receiving the accumulated total of your Employee Contributions, the balance shall be paid to your Designated Beneficiary, provided, however, that if you are married at the time of your Annuity Starting Date.
- 3. Joint and 100% Survivor Annuity Option:** A reduced annuity, actuarially calculated, based on the joint life expectancy of you and the Designated Beneficiary you list at the time you apply. This benefit is payable to you monthly for your life and continues monthly after your death in the same amount to your Designated Beneficiary for the life of the beneficiary. In the event your Designated Beneficiary predeceases you after your Service Retirement Eligibility Date, your benefit will pop-up (convert) to a single life annuity, as described in Option 1, on the 1st of the month following the date of your Designated Beneficiary's death.
- 4. Joint and 50% Survivor Annuity Option:** A reduced annuity payable to you monthly for your life with a 50% survivor annuity payable monthly to your Designated Beneficiary for the life of the beneficiary. In the event your Designated Beneficiary predeceases you after your Service Retirement Eligibility Date, your benefit will pop-up (convert) to a single life annuity, as described in

Option 1, on the 1st of the month following the date of your Designated Beneficiary's death.

5. **Other Survivor Annuity Option:** A reduced annuity payable to you over your life with a survivor annuity payable to your Designated Beneficiary for the life of the beneficiary, provided the total benefit payable is the actuarial equivalent of your Service Retirement Benefit. In the event your Designated Beneficiary predeceases you after your Service Retirement Eligibility Date, your benefit will pop-up (convert) to a single life annuity, as described in Option 1, on the 1st of the month following the date of your Designated Beneficiary's death, provided, however, that if you are married at the time of your Annuity Starting Date.

C. DEFERRED RETIREMENT OPTION PLAN (DROP) (LA R.S. 3385.1)

If you have twelve (12) years or more of creditable service with this Fund, and you are eligible to receive a Service Retirement Benefit, you may elect to participate in the Deferred Retirement Option Plan to defer receipt of your benefits in accordance with this Section, and the provisions set forth in LA R.S. 11:3385.1 and the relevant Internal Revenue Code provisions.

You may participate in the DROP only once, and for no more than sixty (60) months.

To begin participation in the DROP, you must complete an application form, which includes your selection of one of the optional forms of payment of your Service Retirement Benefit, as listed in Section (B) of this Article.

You may not change your beneficiary or payment option originally selected when you commenced participation in the DROP. You may change your Designated Beneficiary for purposes of the payment of your DROP account at any time by filing a new beneficiary designation form with the Fund Office.

Throughout your participation in the DROP, you will not be subject to the employee deduction from your Salary, and the City of New Orleans will not make contributions to the Fund on your behalf. Compensation and creditable service will be frozen as of the date you enter the DROP. You may also not accrue any military service credit or pension credit based on military service performed during your participation in the DROP. During your continued active service in the Fire Department, your monthly retirement benefits will be paid into your individual account in the DROP. This is true even if you are called away for military duty.

While you are on DROP, you are not eligible to receive cost of living increases. After one (1) full year following the termination of your employment with the Department, you may be eligible for cost of living increases, if approved by the Board of Trustees.

Beginning January 1, 2015, after the expiration of the participation period or termination of employment, interest will be allocated annually based on a five-year rolling average of

the composite rate of return of the Pension Fund as determined by the Fund's actuary, less administrative fees as determined by the Board of Trustees. Administrative fees may not exceed two percent (2%).

Before January 1, 2015, interest is allocated each year based on the one-year composite rate of return of the Pension Fund, less an administration fee determined by the Board of Trustees, not to exceed two percent (2%).

You may terminate your participation in the DROP at any time by written notice to the Fund Office.

At any time after termination of employment and your written application to the Fund Office, you may elect to withdraw your DROP account, including interest earned minus any administrative fees, in any form of payment approved by the Board of Trustees. The Board of Trustees will distribute your monthly benefits and DROP account withdrawals within a reasonable period of time after receiving your written application.

Upon termination of employment, you may elect distribution of your DROP account to be made as a one-time lump sum payment, in a series of periodic or non-periodic payments, or as a partial lump sum payment with periodic distributions of the balance as listed in Section (B) of this Article. You may also decide to rollover your eligible DROP account balance to another qualified plan. Any election to rollover your eligible DROP account will be made in compliance with all applicable provisions of the *Internal Revenue Code* in effect.

Allowable distributions you elect will vary, depending on whether you retire before, during or after the calendar year in which you reach age fifty (50). Please see the Fund Office for details.

- If you earn less than sixty (60) months of additional service after your DROP participation, the average Compensation figure used to calculate your additional benefit will be the same as what was used to calculate your original benefit. If you earn sixty (60) months or more of service, the average Compensation figure used to calculate your additional benefit will be based on your Compensation during the period of additional service.
- Any additional benefit you earn, when combined with the original benefit, cannot exceed one hundred percent (100%) of the average of any five (5) highest consecutive years of Compensation.
- The distribution option you selected for your DROP participation will apply to any additional benefits you accrue.
- If you are found by the Board to be disabled due to a service-connected injury pursuant to LA R.S. 11:3376, the Board's service-connected disability

determination shall apply to all benefits paid to and accrued by you based on all creditable service rendered as a member and to the DROP account.

If you die before distribution of the DROP account is made in its entirety, your named beneficiary may elect to receive the balance remaining in any form of payment approved by the Board of Trustees. If you did not name a beneficiary, the balance remaining in the DROP account will be distributed in any form of payment approved by the Board of Trustees to the following:

1. Surviving Spouse
2. surviving Child(ren), to be shared equally
3. surviving parents
4. your estate (if a succession is probated)
5. your heirs (if your estate qualifies as a “small succession” under La C.C.P. 3431.

In addition, normal survivor benefits payable to survivors of retirees under this Fund shall be payable.

Further, survivors of DROP participants who die with a Type 1 or Type 2 on-duty death will receive those benefits set forth in Article VIII.

D. REVERSE DROP

In lieu of terminating employment and accepting a Service Retirement Benefit under LA R.S. 11:3381 and 3384, any member participating in this Fund who has at least twelve (12) years of Creditable Service in this Fund and who has reached fifty (50) years of age or fifty two (52) years of age and entered employment on or after January 1, 2015 may elect to Reverse DROP, which is participation in the DROP on a retroactive basis, and receive a lump sum benefit of up to five (5) years, based upon the value of the pension at the retroactive date selected. If you are participating in the DROP, you may Reverse DROP only if you suffer a career-ending injury.

E. PARTIAL LUMP SUM OPTION PLAN (PLOP) (LA R.S. 11:3385.2)

A partial-lump sum benefit is payable at retirement, equal to no more than sixty (60) times your normal monthly retirement benefit, with a reduced monthly benefit payable for your life. This benefit will be actuarially equivalent to your normal retirement benefit, as set forth in LA R.S. 11:3384. Members retiring after December 31, 2015 are not eligible to participate in both DROP and PLOP.

To apply for a PLOP, you must complete an application form provided by the Fund Office and select an option under Article VI, Section B at the time of your retirement. Any survivor benefits payable as a result of an option selected will be calculated using your reduced monthly benefit amount. Similarly, any cost of living adjustments granted

by the Board shall be based only on the reduced retirement benefit, not the partial lump sum benefit.

Your PLOP benefit may be left with the Fund, subject to the rules applicable to distribution of DROP accounts.

As with DROP distributions, please contact the Fund Office for details on PLOP distributions, which follow the same rules.

If you return to work with the Department, your PLOP benefit must be repaid to the Fund. If you are unable to reimburse the Fund the full amount of your PLOP benefit, your subsequent benefit with the Fund will be offset by the amount of your PLOP distribution in a manner determined by the Board, after consultation with the Fund's actuary.

ARTICLE VII DISABILITY RETIREMENT BENEFITS

A. TYPES OF DISABILITY RETIREMENT BENEFIT

The Fund provides several different types of Disability Retirement Benefits according to whether you acquired a total and permanent physical or mental disability resulting from a nonservice or service-connected illness or injury. The different requirements for eligibility for each such Disability Retirement Benefit are described below.

1. NONSERVICE CONNECTED DISABILITY RETIREMENT BENEFIT (LA R.S. 11:3377)

If you are an Active Firefighter and the Board of Trustees determines by a two-thirds (2/3) majority vote that you acquired a total and permanent physical or mental disability that is not a direct result of a service-incurred injury or illness, and you have become incapacitated to perform duties as a Firefighter, you are entitled to retire on a disability. The Non-Service Connected Disability Retirement Benefit is calculated as follows:

- a. If you have completed ten (10) Years of Service or less as an Active Firefighter, you are entitled to receive a Disability Retirement Benefit equal to thirty percent (30%) of your average Compensation during your last Year of Service immediately preceding your Disability Retirement Date.
- b. If you have completed more than ten (10) but not more than fifteen (15) Years of Service as an Active Firefighter, you are entitled to receive a Disability Retirement Benefit equal to forty percent (40%) of your average Compensation during your last Year of Service immediately preceding your Disability Retirement Date.

- c. If you have completed more than fifteen (15) Years of Service as an Active Firefighter, you are entitled to receive a Disability Retirement Benefit equal to fifty percent (50%) of your average Compensation during your last Year of Service immediately preceding your Disability Retirement Date.

2. SERVICE CONNECTED DISABILITY RETIREMENT BENEFIT (LA R.S. 11:3376 AND 11:3377)

If you are an Active Firefighter and the Board determines by a two-thirds (2/3) majority vote that by reason of an injury or illness incurred during or as a result of your service as an Active Firefighter, you acquired a total and permanent physical or mental disability, and become incapacitated to perform duties as a Firefighter, you are eligible to receive a fifty percent (50%) Disability Retirement Benefit.

If the Board determines by a two-thirds (2/3) majority vote that by reason of an injury or illness incurred during or as a result of your service as an Active Firefighter, you acquired a total and permanent physical or mental disability, and you are incapable of other Meaningful and Gainful Employment, you are eligible to receive two-thirds the monthly Compensation percent (66-2/3%) allowed as Salary as a Disability Retirement Benefit. The Board will determine which type of Service-Connected Disability Retirement Benefit you are eligible to receive provided, however, that you meet all other conditions as set forth in LA R.S. 11:3376.

a. 50% Disability Retirement Benefit

The amount of your 50% Service-Connected Disability Retirement Benefit is equal to the greater of:

- i. 50% of the monthly Salary you are receiving on your Disability Retirement Date (“50% Disability Retirement Benefit”); or,
- ii. if you are otherwise eligible to receive a Service Retirement Benefit, you may elect to receive any alternative benefit payable as your Disability Retirement Benefit.

You must notify the Fire Department in writing of your service-connected injury in order to be eligible for a disability benefit based on that injury.

b. 66 2/3% Disability Retirement Benefit

The amount of your 66-2/3% Service-Connected Disability Retirement Benefit is equal to the greater of:

- i. two-thirds (2/3) of the monthly Salary you are receiving on your Disability Retirement Date (“66-2/3% Disability Retirement Benefit”); or
- ii. if you are otherwise eligible to receive a Service Retirement Benefit, you may elect to receive any alternative benefit payable as your Disability Retirement Benefit.

You must notify the Fire Department in writing of your service-connected injury in order to be eligible for a disability benefit based on that injury.

c. Presumptive Heart Or Lung Disease, Presumptive Cancer, Presumptive Hepatitis Or Presumptive Hearing Loss

- i. If you have completed five (5) or more Years of Service and you develop any disease or infirmity of the heart or lungs while you are still employed, as set forth in LA R.S. 33:2581, such disease(s) shall be presumed to have developed during your employment with the Fire Department. Once you retire or your employment with the Department is terminated, you are no longer eligible to receive a Service Connected Disability Retirement Benefit pursuant to the manifestation of any heart or lung disease or infirmity.
- ii. If you have completed ten (10) or more Years of Service and are determined by the Board to be Totally and Permanently Disabled from Firefighting due to a “disabling cancer,” as defined in LA R.S. 33:2011(B), such cancer shall be presumed to have been caused by your work as a Firefighter. This presumption shall be extended to a Member following termination of service for a period of three (3) months for each full Year of Service not to exceed sixty (60) months, commencing with the last actual date of service.

“Disabling cancer,” as defined in LA R.S. 33:2011, shall be limited to the types of cancer which may be caused by exposure to heat, smoke, radiation, or a known or suspected carcinogen as defined by the International Agency for Research on Cancer. The disabling cancer shall also be limited to a cancer originating in the bladder, brain, colon, liver, pancreas, skin, kidney, or gastrointestinal tract, and leukemia, lymphoma, and multiple myeloma.

- iii. If you have completed two (2) or more Years of Service and contract Hepatitis B or Hepatitis C, as set forth in LA R.S. 33:1948, such disease shall be presumed to have been caused by work performed for the Fire Department. This presumption shall be extended to a Member following termination of service for a period of three (3) months for each full Year of Service, not to exceed sixty (60) months, beginning with the last actual date of service.
- iv. If you have completed five (5) or more Years of Service and develop a hearing loss which is ten percent (10%) greater than that of your comparable age group in the general population and which develops during employment in the classified fire service as provided in LA R.S. 33:2581.1, such hearing loss shall be presumed to have developed during employment and shall be presumed to have been caused by or resulted from the nature of the work performed whenever it is manifested at any time after the first five (5) years of employment in such classified service. This presumption shall be extended following termination of service for a period of twenty-four (24) months.

Any of the above presumptions may be rebuttable by meeting judicial standards.

B. FORM OF PAYMENT OF DISABILITY RETIREMENT BENEFIT

You may elect any optional form of payment applicable to a Service Retirement Benefit, as set forth in Article VI, Section B, entitled Forms of Payment of Service Retirement Benefit. You may also elect to PLOP, as provided in Article VI, Section E. If you are already on the DROP, you may nevertheless retire with a Disability Retirement Benefit, provided you meet all conditions of eligibility as set forth in LA R.S. 11:3376.

C. TIME FOR FILING DISABILITY APPLICATION

If you believe you may be eligible for any Disability Retirement Benefit set forth in this Article, you must file your written application with the Board while you are still employed as an Active Firefighter. After you have retired with either a Service Retirement Benefit or a Disability Retirement Benefit of any kind, you may not select any alternative form of benefit, nor may you elect to change the type of benefit you are receiving. If you retire with a 50% Disability Retirement Benefit, for example, you may not subsequently file an application to have your benefit increased to a 66-2/3% Disability Retirement Benefit. And if you are already receiving a Service Retirement Benefit, you may not apply for any type of Disability Retirement Benefit.

In addition, if your employment as an Active Firefighter has terminated, you are not eligible for any type of Disability Retirement Benefit, except as provided under Article VII, Section A(2)(c).

D. BOARD'S AUTHORITY TO DETERMINE DISABILITY STATUS

The Board has the sole and exclusive authority to determine whether you are eligible to receive a Disability Retirement Benefit and whether you may continue receipt of such benefits.

E. PROOF OF DISABILITY

The Board may request that you furnish proof of your claimed and/or continuing disability at any time. You must furnish the requested information within thirty (30) days. The Board will grant an extension of time up to an additional thirty (30) days upon written request evidencing that the extension is required for reasons beyond your control. Your failure to cooperate with such requests may result in the denial of your application for a Disability Retirement Benefit. If you are receiving a Disability Retirement Benefit, and do not provide the requested information, your benefit may be terminated as explained in Section F of this Article, entitled Review of Disability Status.

F. REVIEW OF DISABILITY STATUS

After you have retired with a Disability Retirement Benefit, the Board may require you to submit to periodic medical examinations to prove your continuing disability as allowed in LA R.S. 11:3376(c). It may thereafter determine, in its sole and absolute discretion that you are no longer disabled, and are qualified for active duty. The Board has the authority to order you to return to duty as an Active Firefighter in the same or similar grade and status occupied at the time of your Disability Retirement Date, and may terminate your receipt of benefits. If you are receiving a 66-2/3% Service-Connected Disability Retirement Benefit, the Board may alternatively determine that while you are not qualified to return to active duty, you are qualified to perform work of some other reasonable kind or character and may reduce your benefit from a 66-2/3% Disability Retirement Benefit to a 50% Disability Retirement Benefit.

The Board may notify you in writing by mail at your last known address that you must submit to a medical examination or return to work as an Active Firefighter. You must comply within ten (10) days from the date you are notified. If you fail to do so, the Board will send you a second notice, in writing by registered mail at your last known address requiring you to present yourself for examination, or to report for active duty as an Active Firefighter within five (5) days of the mailing date of the second notice. If you fail to comply with this request for any reason other than physical incapacity, you and your Dependents will forfeit all rights and benefits to continued receipt of your Disability Retirement Benefit or to any other benefit from the Fund. If you fail to timely comply with this second notice, the Board has the authority to strike your name from the Fund's pension rolls and all your rights and benefits otherwise available to you will terminate after that time, as is more fully explained in LA R.S. 11:3376(D).

G. RETURN TO DUTY AS AN ACTIVE FIREFIGHTER

If you return to work as an Active Firefighter after your Disability Retirement Benefit has terminated, whether voluntarily or involuntarily, you will again begin to earn further Years of Service in the Fund, enjoy all rights and benefits available to any other Member of the Fund, and receive any other benefit to which you may become entitled. However, during the period you receive your Disability Retirement Benefit, you will not accrue any Years of Service in the Fund.

**ARTICLE VIII
DEATH BENEFITS**

A. PRE-RETIREMENT/ACTIVE FIREFIGHTERS (Vested or Non-Vested)

If you are an Active Firefighter in the New System, Vested or Non-Vested, and you die prior to your Annuity Starting Date, your survivors will be entitled to receive Death Benefits, as follows:

1. ON DUTY DEATH (LA R.S. 11:3378)

- a. If your death is classified by the Board as a **Type 1 Service Connected Death:**
 - i. Your Surviving Spouse may elect a survivor benefit for life in the sum of 66-2/3% of your Salary at the time of your death paid as an annuity; and
 - ii. Your Children under the age of eighteen (18) will receive \$300 per month each until reach the age of eighteen (18) or marries.
- b. If your death is classified by the Board as **Type 2 Service Connected Death:**
 - i. Your Surviving Spouse may elect a survivor benefit for life in the sum of 50% of your Salary at the time of your death, paid as an annuity; and
 - ii. Your Children under the age of eighteen (18) will receive \$300 per month each until reach the age of eighteen (18) or marry.
- c. Regardless of Type 1 or Type 2 Service Connected Death:
 - i. Your Surviving Spouse may alternatively elect either a refund of your Accumulated Contributions, in a lump sum or the minimum pension as set forth in LA R.S. 11:3383 (A).

- ii. If no Surviving Spouse exists, your Children under the age of eighteen (18) will receive \$300 per month each until reach the age eighteen (18) or marry.
- iii. Any Dependent Child with a physical or mental disability will receive benefits throughout life.

2. NON-DUTY DEATH OF ACTIVE FIREFIGHTER OR INACTIVE VESTED FIREFIGHTER:

- i. Your Surviving Spouse will receive \$1,200.00 per month for life; and
- ii. Children under the age of eighteen (18) will receive \$300 per month each until reach the age of eighteen (18) or marry.
- iii. If no Surviving Spouse exists, your Widowed Parent shall receive \$1,200.00 per month for life.

B. INACTIVE FIREFIGHTERS

1. On-Duty Death (Due to Presumptive Cause)

- a. A joint and survivor annuity actuarially calculated on the basis of your Service Retirement Benefit, but as if you had survived until you had completed 20 Years of Service at the same Salary, will be payable to your Surviving Spouse, if married, or Designated or Statutory Beneficiary, if unmarried. This joint and survivor annuity payable under this subsection is not subject to reduction for your age at your projected Retirement Date, but is calculated on the basis of the ages of you and your Spouse, if married, or your Designated or Statutory Beneficiary, if unmarried, at the time of death; or
- b. A refund of Accumulated Contributions, in a lump sum; or
- c. If married, your Spouse may receive the minimum pension as set forth in LA R.S. 11:3383(A).

2. Non-Duty Death (Non-Vested)

If you were inactive and not Vested at the time of your death, your Spouse, if married, or Designated or Statutory Beneficiary, if unmarried, will receive a refund of your Accumulated Contributions, in a lump sum.

C. RETIRED LINE OF DUTY DEATH

Depending upon the individual factual circumstances presented, in the event of your death from the direct and immediate effect of a heart or lung disease as set forth in LA R.S. 33:2581, any presumptive cancer as defined in LA R.S. 33:2011, any presumptive hepatitis as defined in LA R.S. 33:2012, or any other condition determined by the Board to have contributed to a duty-related death, your Surviving Spouse may be entitled to receive the greater of:

- a. A joint and survivor benefit; or
- b. A refund of contributions, in a lump sum; or
- c. The minimum pension as set forth in LA R.S. 11:3383(A).

Cost of Living (COLA) percentages granted to the retiree will be applied in the same percentages to the computation of the survivor's benefit. For example, if a retiree has earned one 3% COLA, his Surviving Spouse's benefit will be increased by 3%. Future COLAs will also be applied to such survivor benefits.

If your survivor beneficiary is entitled to receive a Death Benefit as described under this Section, he or she should contact the Board for further instructions.

In the event you are unmarried at the time of your post-retirement on-duty death, there will be no further death benefits payable to your Designated Beneficiary.

D. RETIRED NON-DUTY DEATH

As a New System Member, your Spouse will receive the greater of the survivor benefits payable as a result of your selection of an option under LA R.S. 11:3384, or the minimum pension, set forth in LA R.S. 11:3383(A).

E. SURVIVING CHILDREN

If you are a Vested Firefighter and are survived by your dependent minor Children as defined in Article II, Section G, each Child will receive, in addition to any benefit payable to your Surviving Spouse or Designated or Statutory Beneficiary, an annuity as set forth in LA R.S. 11:3378(A) or (B) until the Child attains 18 years of age or marries. Currently, the amount is \$300.00 per month for each Child. This annuity is payable even if the Child is named as your Designated Beneficiary.

Any Dependent Child with a physical or mental disability will receive benefits throughout life if medical and/or psychological information indicates such Child has a total and permanent disability. If, however, medical and/or psychological information indicates that such Child with a disability can benefit from specialized training in order to be rendered self-supporting, then such Child will receive benefits so long as the Child is

actively enrolled in a specialized school or training program until such time as such Child is certified as being qualified to engage in gainful employment. The Board may require at reasonable intervals that such Child submit to a medical and/or psychological examination for current evaluation, subject to the penalty of all monthly payments being suspended until submission to examination within fifteen days after request.

F. LUMP SUM DEATH BENEFIT

If you are an actively employed New System Member, whether Vested or not, whether married or unmarried, or if you are a former New System Member who is receiving a Service Retirement Benefit, a Disability Retirement Benefit or a Deferred Service Retirement Benefit your Designated Beneficiary will receive a lump sum Death Benefit as set forth in LA R.S. 11:3378(B).

The lump sum Death Benefit is currently \$3,000 and will be paid by the Fund upon receipt of a certified death certificate, and any other information deemed necessary by the Board of Trustees. This benefit is payable in addition to any other death benefits that may be payable under the Plan.

G. DESIGNATION OF BENEFICIARY

At the time you become a New System Member of the Fund, or at any time thereafter if you have not yet done so, you are required to designate a beneficiary, in writing, by completing the applicable Designation of Beneficiary form(s) provided by the Fund Office.

Any such Designation of Beneficiary Form(s) will be maintained in the Fund's files until such time as you either revoke such Designation of Beneficiary, in writing, or replace it with a later-dated Designation of Beneficiary form.

The Designation of Beneficiary form(s) filed in connection with your selection of an option under Article VI, Section (B) may not be changed or revoked at any time after your Annuity Starting Date. For purposes of the Lump Sum Death Benefit provided for in LA R.S. 11:3378(B), you may change or revoke your Designation of Beneficiary form at any time prior to your death. Any new Designation of Beneficiary will have no effect until received by the Fund Office.

You are also required to keep the Trustees advised of any change in the address of your Designated Beneficiary.

An incomplete Designation of Beneficiary form will have no effect and will be deemed as if you did not file a Designation of Beneficiary with the Board.

**ARTICLE IX
VESTING**

A. RETIREMENT BENEFITS

You are fully Vested in your Service Retirement Benefit upon the completion of twelve (12) Years of Service.

If you were employed by the Fire Department on or before December 31, 2014 with 12 years of Credible Service, you may apply for Retirement Benefits at the age of fifty (50) years.

If you were employed by the Fire Department on or after January 1, 2015 and earn 12 years of Credible Service, you may apply for Retirement Benefits at the age of fifty two (52) years.

B. ACCUMULATED CONTRIBUTIONS

If you are a New System Member, your Accumulated Contributions, as explained in Article II (A), are fully Vested in your annuity account at all times, and cannot be forfeited.

C. EFFECT OF VESTED STATUS

Once you achieve Vested status, you and your beneficiaries cannot be deprived of or forfeit the benefits attributable to your Years of Service, nor will you suffer a reduction in benefits already accrued.

**ARTICLE X
TERMINATION OF SERVICE**

A. VESTED TERMINATION BENEFIT

If you terminate your employment with the Department prior to your attainment of age fifty (50), or fifty two (52) if you started employment on or after January 1, 2015, but after completing twelve (12) Years of Service as a New System Member, you may elect to receive one of the following benefits:

1. A refund of your Accumulated Contributions, payable in a lump sum upon your termination of employment with the Department; or
2. A Deferred Service Retirement Benefit as set forth under Article VI, entitled Calculation of Service Retirement Benefit, payable at your Annuity Starting Date;
or

3. A Death Benefit, should you die prior to your Annuity Starting Date, as set forth under Article VIII, provided you have not received a refund of your Accumulated Contributions.

In addition to any benefits payable above, the minor Children of a Vested terminated Firefighter shall receive death benefits as set forth in LA R.S. 11:3378(A)(2)(c).

B. NON-VESTED TERMINATION BENEFIT

If you terminate your employment with the Department before completing twelve (12) Years of Service, you will receive a refund of your Accumulated Contributions, payable as a lump sum, or otherwise to your Surviving Spouse, Designated Beneficiary or Statutory Beneficiary if you are deceased, upon completion of an application for such benefits.

C. EFFECT OF REFUND OF CONTRIBUTIONS

Upon your resignation or termination from the Fire Department, you may request a refund of your Accumulated Contributions. Upon receipt of same, all accrued Years of Service will be forfeited as a New System Member. Receipt of your Accumulated Contributions while living will preclude any payment of a Death Benefit to your Surviving Spouse, Child, Designated Beneficiary or Statutory Beneficiary at your death.

D. RETURN TO EMPLOYMENT AS AN ACTIVE FIREFIGHTER

If you return to employment as an Active Firefighter, Years of Service previously forfeited upon refund of your Accumulated Contributions will be reinstated, provided:

1. You remain an Active Firefighter for at least four (4) Years of Service; and
2. You repay the amount of your Accumulated Contributions refunded to you, plus 3-1/2% interest, compounded annually.

**ARTICLE XI
APPLICATION FOR BENEFITS**

A. APPLICATION PROCEDURE

In order to receive your Service Retirement Benefit, Disability Benefit, or Death Benefit, you, your Surviving Spouse, your Designated Beneficiary or your Statutory Beneficiary must make a written application for such benefit to the Board, submitting the appropriate form as provided by the Board, along with any other documentary evidence supporting your application that may be required by the Trustees. At all times, the Board has the discretionary authority, based on extenuating circumstances, to grant extensions of time to file or complete applications, as set forth herein.

1. Whenever a retirement election includes a survivor annuity in any amount, a certified copy of said survivor's birth certificate must be furnished as proof of age.
2. If you are married at the time of your Service Retirement Eligibility Date, you must advise the Fund Office of your Spouse's name and last known address.
3. Any Designated or Statutory Beneficiary applying for a Death Benefit must furnish a certified copy of the death certificate.
4. Any Surviving Spouse applying for a survivor annuity must furnish a certified copy of the death certificate and applicable marriage license.
5. Any Widowed Parent applying for a survivor annuity must furnish a certified copy of the death certificate of the Firefighter and the death certificate of the other parent.
6. Any Surviving Spouse applying for a Death Benefit must also furnish a sworn affidavit to the effect that the Surviving Spouse was married to you at the time of your death, listing the names of any and all surviving Children under eighteen (18) years of age.
7. Any minor Child's application for a survivor's Death Benefit must include the Child's birth certificate as proof of the Child's age.

The Board may request that you furnish other documentary evidence or a sworn affidavit concerning certain facts at issue. In this case, you must comply with all such requests to the best of your ability within the time frame set forth by the Board of Trustees.

B. TIME OF FILING APPLICATION

Any application for a Service Retirement Benefit of any kind must be submitted to the Board at least forty-five (45) days in advance of the regular monthly meeting at which the application is to be heard.

Any application for a Death Benefit should be submitted as soon as reasonably possible, but in no event later than ninety (90) days from the date of death.

An application cannot be heard by the Board until the applicant's file is complete and all requested documentary or other evidence requested has been furnished. If any information, document or other evidence submitted to the Board is false or fraudulent, your application will be subject to dismissal or your benefit, if granted, will be subject to revocation.

In the event you fail to complete your application and fail to furnish all requested documents or other evidence within sixty (60) days of the date it was originally filed,

your application will be subject to dismissal. You will then be required to file a new application in order to qualify for a benefit.

Requests for extensions of time to file an application must be filed in writing and are subject to Board approval.

C. INITIAL DETERMINATION

The Board will make an initial determination of all applications based upon the evidence presented in support of that application. Alternatively, it may request that you furnish additional evidence or attend a hearing and present witnesses to the Pension & Relief Committee before the Board makes its initial determination.

When the Board has reached an initial determination, you, your survivor or your Designated Beneficiary or Statutory Beneficiary will be so advised in writing. This notification will be sent to the applicant by Certified Mail, return receipt requested. In the event the application is denied, in whole or in part, the applicant will be advised of the right to appeal the Board's initial determination.

D. APPEAL PROCEDURES

To request review of an adverse initial determination, you, your survivor, your Designated Beneficiary or Statutory Beneficiary must file a written appeal within thirty (30) days of your receipt of the Board's initial determination. The appeal should identify the basis for your claim and furnish any documentary evidence available which you believe supports your claim.

Upon receipt of your appeal request, the Board will schedule a hearing to consider your appeal within sixty (60) days from the date of receipt of the appeal. This hearing will be held before the Pension & Relief Committee designated to hear the appeal. Both the Board and the claimant may then present such additional documentary evidence or witnesses' testimony as they shall see fit. However, prior to the hearing, you must furnish the Board any documentary evidence not already contained in your file.

In the event the claimant wishes to request a continuance of the hearing once it has been scheduled by the Board, a request for extension setting forth the reasons for the requested delay must be served upon the Board no later than seven (7) days prior to the scheduled hearing date. The Board will then determine whether or not an extension is appropriate, and will advise the claimant of the decision prior to the hearing date.

The Board may similarly advise the claimant, in writing, that for unforeseen reasons it is necessary to reschedule the hearing date.

If the Board determines that a scheduled hearing cannot take place for any legitimate reason, it will be rescheduled within sixty (60) days of the originally scheduled date.

Should such action be warranted in the opinion of the Pension & Relief Committee, a hearing, once convened, may be completed at a later date within the following sixty (60) days. The Committee will confirm the rescheduled date in writing to all concerned parties.

E. HEARING PROCEDURES

All hearings will be conducted by the Pension & Relief Committee pursuant to LA R.S. 49:956, *et seq.* and the Board's own Rules and Regulations. However, the Committee will not be bound by any rules of order, evidence or procedure except those it establishes.

The Pension & Relief Committee may require the presence of a Court Reporter at any hearing where a transcript of the proceedings will be made for the claimant's file. All witnesses will be sworn by the Court Reporter before giving testimony.

The Pension & Relief Committee will appoint a Chairperson for each hearing who shall preside over the proceedings.

The claimant may represent himself or herself during the course of the appeal or may be represented by an attorney or any other person he may designate, provided the Board is so notified in writing seven (7) days prior to the hearing.

F. TESTIMONIAL AND DOCUMENTARY EVIDENCE

The Board of Trustees, the Pension & Relief Committee, or each individual Board Member may administer oaths, subpoena witnesses and compel production of books and papers pursuant to any investigation or hearing authorized by the Board, pursuant to LA R.S. 49:956. If you wish to subpoena witnesses or documents in support of your appeal, you must serve a written request that a subpoena be served upon the Secretary-Treasurer of the Board in sufficient time for you to procure service prior to the date scheduled for hearing. You must arrange for service of all such subpoenas yourself. The Board has no responsibility and accepts none for performing this function.

Depositions may be used at the hearing conducted by the Pension & Relief Committee pursuant to LA R.S. 49:956 (6). However, you must first give advance written notice of the deposition to all counsel or parties involved, a copy of which notice is to be served upon the Pension & Relief Committee in compliance with the provisions of the Louisiana Code of Civil Procedure.

At the end of the hearing, the record will be sealed and no further evidence will be allowed, except in the Committee's sole discretion.

G. RECOMMENDATION OF PENSION & RELIEF COMMITTEE

The Pension & Relief Committee will review your appeal and submit a written recommendation to the Board within sixty (60) days of the hearing, unless extenuating and unforeseen circumstances prevent prompt review. Any such delay will be communicated to you in writing.

H. FINAL DETERMINATION OF THE BOARD

The Board will review the Committee's recommendation, as well as all facts and evidence offered in support of the appeal. It will either adopt the Committee's recommendation as its own or take such other action as it may determine. The Board may request that you provide further documentation or evidence to enable it to reach a decision. The Board's decision will be furnished to you in writing, by certified mail, return receipt requested within thirty (30) days after the submission of the Committee's report, unless unforeseen circumstances cause a delay. The Board's decision will be final and conclusive.

I. JUDICIAL REVIEW (LA R.S. 49:964)

Any final decision by the Board of Trustees may be judicially reviewed by filing a petition within thirty (30) days from the Board rendering a written final decision to the Orleans Parish Civil District Court as set forth in LA R.S. 49:964. No such petition for judicial review may be filed, however, unless you first exhaust all internal administrative Fund remedies, including the filing of an appeal, as detailed above.

**ARTICLE XII
QUALIFIED DOMESTIC RELATIONS ORDER (LAC 58:101, *et seq.*)**

As a general rule, with or without your consent, your interest, or the interest of your beneficiaries, any benefit payable by the Fund may not be paid or made payable to any third person and may not be sold, used as collateral for a loan, assigned or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your benefits under this Fund.

There is an exception, however, to this general rule. The Board recognizes obligations you incur as a result of satisfying marital property rights, child support or alimony obligations or other court ordered payments. The Board must honor a valid Qualified Domestic Relations Order (QDRO). A QDRO is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Fund to your Spouse, former Spouse, Child or other Dependent (Alternate Payee), and which meets all of the following conditions:

The Order must clearly specify:

1. The name and last known mailing address of the Firefighter and the name and mailing address of each Alternate Payee covered by the Order;
2. The amount or percentage of your benefits to be paid by the Fund to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;
3. The number of payments or the period to which such order applies; and
4. The name and identity of the Fund.

The Order may not require the Fund to provide:

1. Any type or form of benefits or any option not otherwise provided under the Fund;
2. Any benefit greater in amount than you would be eligible to receive (determined on the basis of actuarial value);
3. The payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another Order previously determined to be a QDRO;
4. The payment of benefits to an Alternate Payee prior to the date you are eligible to begin receiving your pension benefits from the Fund; or
5. The Alternate Payee the option to elect a form of payment other than over your lifetime when the order is submitted after you have already begun receiving your pension benefits.

Under no circumstances will the Fund pay benefits under a QDRO until you are eligible by age and service to receive them. Nor will the Fund pay out in total benefits any amount greater than the amount you are eligible to receive.

Unless the QDRO provides otherwise, after your Service Retirement Eligibility Date, in the event the Alternate Payee predeceases you, the Board will automatically pop-up your benefit to the amount it would have been without the QDRO.

If one or more QDRO is received by the Board at a time when you are already in receipt of benefits, all or a portion of your benefits may be used to satisfy the obligation in question.

The Board will determine the validity of any QDRO received and will promptly give notice of its determination to you and the Alternate Payee specified in the QDRO no less than thirty (30) days before making payment pursuant to the Order.

If one or more such Orders are served upon the Board prior to your Service Retirement Eligibility Date, the Orders will be placed in your file and, if they are determined to be valid, will be used to satisfy the obligation in question at the appropriate time.

You or your Alternate Payee may appeal the determination of the Board concerning the validity of a QDRO by making a written application to the Board within ninety (90) days of receipt of the Board's written determination. The Board will then review and decide the appeal within sixty (60) days of its receipt. If special circumstances require an extension of time for processing, a decision shall be rendered as soon as possible, but no later than one hundred and twenty (120) days after receipt of the written appeal. Notice of any such extension shall be provided to the participant prior to the commencement of the extension.

The Board has adopted Procedural Rules and Regulations for Determining Status of Qualified Domestic Relations Orders, which are codified at LAC 58:101, *et seq.*, and which specify in detail the standards for the Board's determination of such an Order's validity and other matters of interest to you or to an Alternate Payee, including sample language for inclusion in the Order. If you would like to receive a copy of these Procedural Rules and Regulations (QDRO Rules), please contact the Fund Office.

ARTICLE XIV MISCELLANEOUS

The Fund's Administrative Manager, in consultation with the Fund's Actuary, is authorized to calculate all benefits payable in accordance with the assumptions incorporated in the Fund's actuarial valuations and reports, and as adopted by the Board from time to time. The Board's reliance upon these calculations of the amount of your Service Retirement Benefits and Death Benefits payable is conclusive proof of the reasonableness of the Board's determinations in this regard.

Neither a retired Firefighter nor a Surviving Spouse will receive a pension in an amount less than \$1,200.00 per month, or as allowed by LA R.S. 11:3383(A), as amended from time to time.

A Spouse, Widowed Parent, Designated Beneficiary or Statutory Beneficiary may receive only one survivor benefit from the Fund. A Firefighter may, however, receive a Service Retirement Benefit based on his/her own employment with the Fire Department, and a Surviving Spouse benefit as the result of the death of the Firefighter's Spouse.

Once you have retired and elected an optional Service Retirement Benefit, you may not change your Designated Beneficiary or the optional form of payment of your Service Retirement Benefit. When the Designated Beneficiary, as your joint annuitant, dies, no further benefits will be paid to anyone, except to the extent that your benefit may pop-up to the single life annuity, as explained in Article VI.

No benefit amount, lump sum, or reduced annuity coupled with a survivor annuity benefit, or any combination of these elected as an optional Service Retirement Benefit, may exceed the actuarial value of the Service Retirement Benefit you are entitled to receive.

Neither you nor your Designated Beneficiary or Statutory Beneficiary may elect to receive your Service Retirement Benefit in lump sum form, with the exception of a refund of your Accumulated Contributions, the Lump Sum Death Benefit, or as allowed under the DROP, Reverse DROP and PLOP rules.

You cannot be an active Member of this Fund and simultaneously participate in any other pension or retirement system or fund of any other public agency of this State by reason of your employment with that public agency. You must choose the fund with which you will maintain your active membership and inform the Board of the same. The fund in which you discontinue your active membership will refund any Employee Contributions made by you to that fund, plus any employer contributions made on your behalf and interest earned.

The Board will recover from you and/or your survivors any amount of benefits of any kind incorrectly paid to you and/or your survivors by adjusting the amount payable to the correct amount and reducing the corrected benefit so that any overpayment will be repaid within a reasonable amount of time, as determined by the Board. You and/or your survivor will be notified of any adjustments to an incorrect benefit thirty (30) days prior to any reduction of the amount of the incorrect benefit.

The Board will not, without your written authorization, disclose the contents of your file or any other information about your benefit entitlement to any other party who may inquire, including your creditors. However, if the Board is served with a valid subpoena ordering production of your records or of information about you, the Board must comply.

LA R.S. 11:3389 provides that all benefits paid by this Fund are exempt from levy, sale, seizure, garnishment, attachment or other process, with the exceptions of levies imposed by the IRS and Qualified Domestic Relations Orders.

Whenever reference is made in this booklet to gender, the masculine includes the feminine and the feminine includes the masculine.

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