

**FIRE & POLICE PENSION PLANS
TIERS 3, 4, 5, 6**

DISABILITY RETIREMENT

**GENERAL INFORMATION
SUMMARY BOOKLET**

Application - Processing - Options

CITY OF LOS ANGELES
Fire and Police Pension System

Department of Fire and Police Pensions
701 East 3rd Street, Suite 200
Los Angeles, California 90013

Revised July 2019

EVERY EFFORT HAS BEEN MADE TO PROVIDE ACCURATE INFORMATION IN THIS BOOKLET. IF THERE IS A DIFFERENCE BETWEEN THE CONTENTS OF THIS BOOKLET AND THE CHARTER/ADMINISTRATIVE CODE, THE PROVISIONS OF THE CHARTER/ADMINISTRATIVE CODE SHALL APPLY.

TABLE OF CONTENTS

DISABILITY RETIREMENT.....	3
TYPES OF DISABILITY PENSIONS.....	3
ELIGIBILITY FOR DISABILITY RETIREMENT	3
SERVICE CONNECTED.....	3
NON-SERVICE CONNECTED.....	3
LENGTH OF SERVICE.....	4
WHEN TO APPLY.....	4
SERVICE PENSION CONVERSION	5
RESIGNED/TERMINATED MEMBER ELIGIBILITY.....	5
THE DISABILITY APPLICATION PROCESS.....	6
MEDICAL DOCUMENTATION	6
THE ADMINISTRATIVE FILE	6
MEDICAL EXAMINATIONS.....	7
BEFORE THE HEARING	7
THE DISABILITY HEARING	8
THE BOARD OF FIRE AND POLICE PENSION COMMISSIONERS.....	8
REPRESENTATION.....	8
ADDITIONAL DOCUMENTS & WITNESSES.....	8
TYPE OF HEARING	8
AT THE HEARING	9
NOTIFICATION OF DECISION.....	9
PENSION EFFECTIVE DATE.....	9
REHEARINGS.....	10
NEW APPLICATION OR REAPPLICATION	10
DISABILITY PENSION REVIEWS	11
WORKERS' COMPENSATION	12
AWARD REPAYMENT	12
TAXES.....	12
SPOUSE'S OR QUALIFIED DOMESTIC PARTNER'S ELIGIBILITY FOR SURVIVOR BENEFITS.....	13
COMMUNITY PROPERTY AND YOUR PENSION	13
DOMESTIC PARTNERSHIP	13
SURVIVOR RECORDS & DOCUMENTS.....	14
POST-RETIREMENT MEDICAL EXPENSES	14

DISABILITY RETIREMENT

TYPES OF DISABILITY PENSIONS

Pensions are granted for disabling impairments resulting from injuries or illnesses that are:

- WORK RELATED - Service Connected Disability Pension
- NOT WORK RELATED - Non-Service Connected Disability Pension

If you believe you are incapable of performing the duties of a sworn employee of the Fire, Police or Harbor Department, including light or restricted duties, you may be eligible for disability pension benefits. Members who believe they are eligible for disability retirement should file an application with the Department of Fire and Police Pensions.

ELIGIBILITY FOR DISABILITY RETIREMENT

It is important to understand that the existence of impairment or a Workers' Compensation award does not guarantee a disability pension. You may have impairment(s) but not be disabled from performing the duties of an officer or firefighter if your department can accommodate your work restrictions. Decisions of the Workers' Compensation Appeals Board are not binding in disability claims involving applicants subject to the provisions of Tiers 3-6.

SERVICE CONNECTED: For impairments that are determined by the Board of Fire and Police Pension Commissioners (Board) to be disabling and work related, members are eligible from the date they graduate from basic training. (Plan membership typically commences upon administration of the Oath of Office.) For an impairment to be considered work related there must be **clear and convincing evidence** that the discharge of duties is the predominant cause.

The exact amount of a service connected disability pension depends on the percentage of disability determined by a rating schedule adopted and used by the Board. The range for service connected disability pensions is 30% - 90% of your final average salary, but never less than 2% for each year of service.

In order for injuries received during basic training to be eligible for consideration as work related, you must purchase your recruit training time. See LENGTH OF SERVICE on following page.

NON-SERVICE CONNECTED: For impairments that are determined by the Board to be disabling and non-work related, members are eligible following the completion of five years of service. The amount of a non-service connected disability pension is 30% - 50% of your final average salary, based on level of impairment/disability.

Members who elect to receive a refund of contributions forfeit any right to future benefits including disability benefits.

LENGTH OF SERVICE

Length of service credit for service connected disability pensions is calculated differently than length of service credit for service pensions. [For Tier 5, credit for service retirement is calculated at 50% at 20 years of service and 3% per year for each additional year after 20 years except on the thirtieth year of service for which 4% shall be provided. For Tier 6, credit for service retirement is calculated at 40% at 20 years of service and 3% per year for each additional years up to 25, 4% shall be provided per year for years 26 - 30, and 5% per year shall be provided for years 31 – 33. The maximum percentage of Final Average Salary for 33 or more years of service for Tiers 5 and 6 shall be 90%]. Credit for disability retirement is calculated at 2% per year of service up to a maximum of 90%.

Members have the option to increase their total qualifying service time by purchasing service credit for the time spent in recruit training, prior LAFPP membership, time off on non-service connected disability pension, time off on Workers' Compensation State Rate, training time prior to paramedic certification and military/other government service time (maximum four years, Public Service Purchase Program). This purchase may have an impact on the minimum level of disability benefits you can receive, especially for members who have service credit that is near, equal to or in excess of 15 years. To exercise this option you must:

- Apply before or at the time of filing for retirement
- Complete the purchase before your retirement becomes effective

If you are interested in pursuing this option notify your Pension Claims Analyst as early in the application process as possible and you will be referred to Active Member Services who is responsible for coordinating service time purchases.

WHEN TO APPLY

It may take up to a year or more to process a disability application. Some applications may take longer as a result of circumstances or complications specific to your claim. The decision of when to file is yours.

Filing after using at least 6 months of your IOD time will most likely result in you spending some time on "State Rate". It is important that you plan ahead in order to avoid or prepare for the reduced level of monthly income. (Employees on State Rate may elect to use compensated time off to supplement State Rate to receive the equivalent of their regular salary. {Andersen v. Workers' Compensation Board}). Please see PENSION EFFECTIVE DATE on page 9.

SERVICE PENSION CONVERSION

Members applying for a disability pension must sign a service retirement waiver prior to the disability hearing because once a disability pension is awarded it cannot be converted to a service retirement at a later date.

Members retired on a service pension have one year from the date a service pension becomes effective to apply for a disability pension. If you have a pending/unresolved Workers' Compensation claim that was filed before or within one year of the effective date of your service pension, you have one year from the date the Workers' Compensation claim is resolved to file for disability benefits.

If you file your application for disability benefits and then take a service retirement before the disability application process is completed, or, if you are on service retirement and apply for disability benefits, you are required to demonstrate to the Board that the disabling condition(s) were present on the day of your service retirement and have been continuous to the day of the disability pension hearing. If you cannot, your application will be denied.

Impairments occurring **after** service retirement cannot be used to support a claim for disability pension benefits.

RESIGNED/TERMINATED MEMBER ELIGIBILITY FOR DEFERRED PENSION

A resigned member is a former Plan member who terminates employment for any reason except for death or disability. Tier 5 and 6 members who resign after completing 20 or more years of service (10 years for Tier 3) are considered "vested members". They may elect to leave their contributions in the fund in order to receive a deferred service retirement upon reaching 50 years of age. (Tier 4 is not eligible for a deferred pension option.)

Resigned/terminated members have one year from the effective date of resignation to apply for a disability pension. If you have a pending/unresolved Workers' Compensation claim that was filed before or within one year of the effective date of resignation, you have one year from the date the Workers' Compensation claim is resolved to file for disability benefits.

If you file your application for disability benefits and then resign before the disability application process is completed, or if you resign and then apply for disability benefits, you are required to demonstrate to the Board that the disabling condition(s) were present on the date of your resignation and have been continuous to the day of the disability pension hearing. If you cannot, your application will be denied.

Impairments occurring **after** resignation cannot be used to support a claim for disability pension benefits.

A resigned member applying for a disability pension must sign an Acknowledgment and Waiver form prior to the disability hearing because once a disability pension is awarded it cannot be converted to a service retirement at a later date.

THE DISABILITY APPLICATION PROCESS

MEDICAL DOCUMENTATION

You will be required to furnish the names and addresses of doctors, clinics and hospitals previously examining or treating you. Processing time depends on the accuracy and completeness of this information. Prior reports and test results may become part of your file as well as any relevant documents from your Workers' Compensation file.

THE ADMINISTRATIVE FILE

Your claim file, known as the Administrative File, will be compiled by your Pension Claims Analyst. The Administrative File is the official record of your disability application and the Board will review its contents before making a decision on your application. The Administrative File may contain:

- Medical examination reports
- Medical test results
- Reports of X-rays or other diagnostic procedures
- Workers' Compensation records
- Documents from your department
- Other related information or documents determined to be relevant by Pension staff

The following individuals will have access to your Administrative File:

- The applicant
- Department of Fire and Police Pensions claims processing staff
- Your attorney or representative
- Your Department's Medical Liaison
- The City Attorney
- The Board of Fire and Police Pension Commissioners

MEDICAL EXAMINATIONS

The Administrative Code requires that a disability applicant be examined by at least three doctors selected and paid for by the Department of Fire and Police Pensions. Additional specialists may be required for multiple impairment claims. The Department of Fire and Police Pensions maintains an independent list of physicians separate from the Workers' Compensation process as much as possible. The doctors are monitored and evaluated to ensure an unbiased, accurate evaluation and report. Be advised that:

- Pension doctor evaluations will be conducted in the Southern California region. You are responsible for all travel costs to your appointments, including parking.
- If you miss a scheduled appointment, processing of your application will be suspended until you pay the cost of the missed appointment and any costs related to the rescheduling of that appointment.
- If you refuse to be examined, processing of your application will be suspended.
- The Department of Fire and Police Pensions will not pay for any tests, examinations or reports that you or your representative request.
- Do not submit any documents to the pension doctors, or attempt to contact them (except to confirm your appointment) unless you've been specifically directed to do so by your Pension Claims Analyst.

BEFORE THE HEARING

After the disability examination reports and other relevant information required to complete the Administrative File are received, your Pension Claims Analyst will schedule a date for the Board hearing with you or your attorney/representative. You will be notified of the date, time and location several weeks in advance. Your Administrative File will be available for your review during normal business hours for at least one week prior to the hearing.

Your Pension Claims Analyst will formulate a recommendation regarding resolution of your application. This recommendation will be submitted to the Board along with your Administrative File. The recommendation will consist of 4 elements:

- Do the impairments constitute disability?
- Is the disability service or non-service connected?
- Pension percentage rate
- Scheduling of a future review

You or your representative will be informed of the recommendation and requested to return a form stating agreement or disagreement with the recommendation.

THE DISABILITY HEARING

THE BOARD OF FIRE AND POLICE PENSION COMMISSIONERS

The Board is composed of nine Commissioners. Five are appointed by the Mayor, two are elected employee representatives, one each from the Fire and Police Departments, and two are elected retired members, one each having retired from the Fire and Police Departments. Five Commissioners need to be present to establish a quorum for disability hearings. A minimum of five affirmative votes is required to grant or deny an application for disability pension.

A copy of your Administrative File will be given to each Commissioner for study one week prior to your hearing.

REPRESENTATION

You may have legal counsel appear before the Board on your behalf. However, it is not necessary that you be represented by an attorney. If you choose to represent yourself or be represented by someone other than legal counsel, you may suspend the proceedings at any time during the hearing, without prejudice to your claim, OR within 90 days of the Board's decision, you may request a rehearing specifically to obtain legal representation.

ADDITIONAL DOCUMENTS & WITNESSES

If you have additional documents to submit for the Board to consider, or if you have witnesses you wish to appear on your behalf, the documents and/or a list of witnesses must be submitted to your Pension Claims Analyst no later than 10 working days prior to the hearing. You must pay any witness fees for witnesses you have called.

TYPE OF HEARING

If you agree with the staff recommendation, the Board will conduct an abbreviated hearing which the applicant and/or the applicant's representative are not required to attend. Attendance is optional.

If the Board does not accept one or more of the previously agreed to elements of the recommendation, resolution of your application will be deferred. Your Pension Claims Analyst will reschedule your hearing so you and/or your representative may be present.

If you do not accept the recommendation, the Board will conduct a regular hearing as described below.

AT THE HEARING

- You will be sworn in.
- Your hearing will be conducted by the Commissioner who has been assigned lead responsibility for your application.
- You will be asked to accept the Administrative File into evidence and if you have any objections to the contents of the file.
- You or your representative will be invited to present your case, which usually begins in a question/answer format.
- Witnesses will be sworn in and given the opportunity to testify regarding your application.
- You and the witnesses may also be questioned by any of the Board members.
- The medical liaison representative from your Department will be sworn in and will provide testimony concerning the availability of a job which can accommodate your impairment or restrictions as reported by the pension doctors.
- You will be given an opportunity to speak on your own behalf.
- The Board will deliberate and render its decision.

NOTIFICATION OF DECISION

At the conclusion of your hearing, you will be informed of the Board's decision by your attorney, representative or Pension Claims Analyst. You will receive official written notification, via U.S. Mail, of the Board's action shortly after the hearing.

PENSION EFFECTIVE DATE

You will be provided with a form to designate the 12 month period (24 month period for Tier 6) to establish your Final Average Salary and your pension effective date. The effective date shall be no earlier than the latest of:

- The first day following the last day on payroll (i.e., salary/vacation/sick) or
- The first day following the last day on IOD or State Rate time, but
- Not later than the date of the Board hearing first granting a pension based on length of service or disability.

PLEASE BE REMINDED: Reinstatement to payroll for any purpose permanently changes the earliest possible effective date of your pension. If you use your accrued/accumulated overtime/ vacation/sick time because it provides more income than State Rate payments, your pension effective date shifts forward. You will not be eligible to receive retroactive pension benefits for any time prior to the new earliest date.

The designation form must be completed and returned before your hearing. Failure to do so could delay issuance of your first pension check by 1-2 months.

REHEARINGS

If your application is denied, or if you disagree with the percentage you were awarded, you may request a rehearing provided the request is made WITHIN 90 DAYS of the Adoption of the Findings of Fact:

- If you represented yourself and choose to represent yourself again at the rehearing or you had an attorney, your rehearing can only be requested based on and supported by new or different evidence which, in the exercise of due diligence, could not have been made available by the applicant to the Board at the time of the original hearing. This new or different evidence, **submitted with your request**, will be reviewed by your Pension Claims Analyst and the City Attorney before it is forwarded with a staff recommendation to the Board for decision. The actual rehearing to consider the new or different evidence may take place immediately or be scheduled on a future agenda.
- If you were not represented by legal counsel at your original hearing (does not include Union representation), and you are requesting a rehearing on the basis of having retained legal representation, you will be required to submit a completed ATTORNEY AUTHORIZATION form to support your request.

NOTE: IF YOU WERE REPRESENTED BY LEGAL COUNSEL

You can only request a rehearing based on and supported by the new or different evidence requirement stated above.

NEW APPLICATION OR REAPPLICATION

You may file a new application **after** 90 days from the Adoption of the Findings of Fact only if you are reinjured or a previously denied condition becomes worse or you sustain a new injury. You must submit medical proof of the above along with your new application. (Tier 6 terminated or resigned members cannot file a new application for a previously denied claim.)

DISABILITY PENSION REVIEWS

A disability pension is granted based on the existence of a physical or psychological impairment. Under the Charter/Administrative Code, the Board retains the right to review your disability pension at any time.

You also retain the right to request a review of your disability pension if you believe that the medical condition for which you were originally granted a disability pension has deteriorated.

Only claimed impairments that were found to be disabling by the Board at your original hearing will be considered in the review process. Therefore, any adjustment to your percentage amount will be based only on improvement or deterioration of the original impairments. There are four possible outcomes of a review:

- If the disability is found to no longer exist -
On disability pension for less than 5 years - If there is a job available for you in your original department, your disability pension will be terminated effective the date of your restoration to active duty or, if you fail to report, the date you were ordered to return to duty.

On disability pension for 5 or more years - Your disability pension may be reduced to 30%. This will occur even if you are entitled to more than 30% based on your length of service (equal to or greater than 15 years of service at 2% per year).

If your active status was terminated by reason of resignation or discharge, regardless of your length of service or time on a disability pension, your disability pension will be terminated.
- If the disability is still present, but to a lesser degree, the pension percentage could be lowered.
- If the disability is still present and has not changed, the pension percentage could remain the same.
- If the disability has worsened, the pension percentage could be increased.

Failure to cooperate with the review process may be cause for disability pension benefits to be withheld or terminated.

A disability pensioner returned to work may receive credit toward service retirement for the time spent on a disability pension. After remaining on the job continuously for one year, a returned disability pensioner restores disability time at a day for day conversion rate.

After three years of continuous duty, the entire disability pension time will be restored for purposes of calculating length of service. Pensioners who return from a non-service connected disability pension are required to pay pension contributions to purchase time spent on disability pension if that time is to be credited toward length of service.

If you return to duty from a disability pension you cannot receive a refund of contributions at a later date for service prior to receiving the disability pension.

WORKERS' COMPENSATION

The Board renders disability retirement decisions independently of Workers' Compensation. Even though you may have a Workers' Compensation award, it does not automatically entitle you to a disability pension, or if the Board finds you disabled, to a service connected disability pension.

AWARD REPAYMENT

If you receive a disability pension, all Workers' Compensation awards you received or are currently receiving must be paid back to the City. This includes all injuries for which you filed a Workers' Compensation claim and received benefits, not just the one(s) for which you also received your disability pension. Offset against your pension will be cash award(s) (which includes the amount the Workers' Compensation Appeals Board took out of your award(s) to pay your attorney for representing you) and State Rate/permanent disability payments.

Such awards shall be paid back either as a lump sum or in the form of a minimum 25% deduction of and from your total monthly gross disability benefit until the entire amount is repaid. (Up to 100% of any retroactive pension payment will be applied to Workers' Compensation offset.)

TAXES

SERVICE-CONNECTED DISABILITY PENSIONS - are not taxed up to the percentage the Board establishes using the disability rating worksheet. If you are granted an additional percentage based upon years of service, this amount is taxable. (For example: a member with 20 years of service is granted 40%, however, the Board determines their disability rating to be 10% on the worksheet. The difference between 10% and 40% is taxable, therefore, 75% of your pension is taxable and 25% is tax-free.)

NON-SERVICE CONNECTED DISABILITY PENSIONS - are fully taxable.

QUALIFIED SPOUSE/DOMESTIC PARTNER'S ELIGIBILITY FOR SURVIVOR BENEFITS

If you are granted a service connected disability pension you are required to be married to your spouse, or have declared a domestic partner, on the effective date of disability retirement in order for the spouse or domestic partner to be eligible for survivor benefits.

If you are granted a non-service connected disability pension, the date of your marriage, or declaration of domestic partnership, must be at least one year prior to the pension effective date in order for the spouse or domestic partner to be eligible for survivor benefits.

If your eligible spouse or domestic partner dies and you remarry while receiving a pension, your new spouse or domestic partner is not eligible for any survivor benefits, unless you participate in the Survivor Benefit Purchase Program administered by the Retirement Services Section.

COMMUNITY PROPERTY AND YOUR PENSION

Whether or not there is a community property interest in your disability pension is an issue to be determined between you and your spouse (or State registered domestic partner) in any legal action involving your marriage (or State registered domestic partnership). Upon request, the Plan will provide a copy of the "Sample 'Domestic Relations Order' Provisions" prepared by the City Attorney's Office for the Fire and Police Pension Plan which discusses this issue in some detail. If your marriage or state registered domestic partnership is legally terminated, a copy of the notice of entry of judgment (or other proof of termination of the relationship) should be filed with your pension records. You are not required to provide a copy of the judgment disposing of your pension benefits unless there is a community property claim on file with the Plan or the Plan has been joined.

DOMESTIC PARTNERSHIP

In order for a domestic partner to qualify for Plan benefits, a Declaration of Domestic Partnership must be filed with the Department of Fire and Police Pensions or the domestic partnership must be registered with the State.

A "Notice of Termination of Domestic Partnership" form must be similarly filed once a partnership that is on file with the Department of Fire and Police Pensions has ended. A State-registered domestic partnership can only be terminated as provided in the Family Code.

SURVIVOR RECORDS & DOCUMENTS

To facilitate the granting of survivor benefits, you are strongly advised to provide the Department of Fire and Police Pensions with copies of your current marriage certificate, Declaration of Domestic Partnership, divorce documents from prior marriages, termination(s) of prior domestic partnership(s), copies of birth certificates of children under age 18, or 22 if the child is still in college, (the ages at which minor's benefits are terminated) or dependent children. A medical report documenting a dependent child's medical condition (i.e., disabled from earning a livelihood) and the onset of that condition is also critical. Photocopies of these documents are sufficient. Send documents to:

DEPARTMENT OF FIRE AND POLICE PENSIONS
701 East 3rd Street, Suite 200
Los Angeles, California 90013
ATTN: Disability Pension Section
(Name of Your Pension Analyst)

POST-RETIREMENT MEDICAL EXPENSES

The Department of Fire and Police Pensions does not pay medical expenses for any purpose other than Board-mandated review examinations after you retire. If you have questions regarding health insurance subsidies that you may be entitled to receive at age 55, please contact the Medical and Dental Benefits Section at (213) 279-3115.

If you have questions regarding ongoing treatment of IOD injuries, please contact one of the following Workers' Compensation administrators:

Fire Claims: Acclamation Insurance Management Services (AIMS)
Telephone: (855) 605-3438 or (909) 524-3300
Fax: (855) 605-3439
Address: P.O. Box 29104, Glendale, CA 91209-9104

Police Claims: Tristar Risk Management, Inc.
Telephone: (866) 842-1547 or (626) 407-0400
Fax: (626) 407-0425
Address: P.O. Box 29106, Glendale, CA 91209-9106

Harbor Claims: ACME
Telephone: (213) 473-3400
Fax: (310) 473-3344
Address: 700 E. Temple St., 2nd Floor, Los Angeles, CA 90012

Airport Claims: Risk Management Division – Workers' Compensation Division
Telephone: (424) 646-5900
Fax: (424) 646-9264
Address: 7301 World Way West, 2nd Floor, Los Angeles, CA 90045

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

RAYMOND P. CIRANNA
GENERAL MANAGER

WILLIAM S. RAGGIO
EXECUTIVE OFFICER

JOSEPH SALAZAR
ASSISTANT GENERAL MANAGER

TOM LOPEZ
CHIEF INVESTMENT OFFICER

**DEPARTMENT OF
FIRE AND POLICE
PENSIONS**

701 E. 3RD STREET
SUITE 200
LOS ANGELES, CA 90013

(213) 279-3000 (Main Line)
(844) 88-LAFPP (52377) - TOLL FREE
FAX (213) 628-7716
TDD (213) 628-7713

EMAIL: PENSIONS@LAFPP.COM

INITIATION OF APPLICATION

Attached please find the following forms necessary to apply for a disability pension:

- _____ Application for Pension Benefits (DF151a) including a Color Copy of Valid Government Issued Driver's License
- _____ Applicant's Statement of Disability and Service-Connection (DF208 – 2 pgs)
- _____ Report of Outside Employment (DF310)
- _____ Authority to Release Medical and Psychiatric Records (DF210)
- _____ Authority to Release Employment Records (DF211)
- _____ Authority to Release Substance Abuse Patient Records (DF212)
- _____ Acknowledgement and Waiver (DF218 – 3 pgs)
- _____ Attorney Authorization (DF214)/Representative Authorization (DF214.2) if applicable

The documents below are to be completed and returned to the Pension Claims Analyst as soon as your Board date is scheduled. Your Board Hearing will be continued if these forms are not received.

- _____ Final Average Salary Designation (DF220 – 6 pgs)
- _____ Optional Pension for Qualified Surviving Spouse/Domestic Partner (DF222 – 6 pgs)
- _____ Payroll Status Information/Pension Effective Date Designation (DF223 – 2 pgs)

Complete them as legibly as possible, and return them to the above address.

Also included is a 14 page General Information Summary Booklet.

If you have any questions, please call (213) 279-3165. Thank you.

Kristen M. Rosauer
Pension Claims Officer

Attachments

DF204 (10/17)



APPLICANT'S STATEMENT OF DISABILITY AND SERVICE-CONNECTION

City of Los Angeles

DEPARTMENT OF FIRE AND POLICE PENSIONS

701 East 3rd Street, Suite 200

Los Angeles, CA 90013

P: (213) 279-3165 F: (213) 628-7782

1. NAME	2. RANK/PAYGRADE LEVEL	3. DEPARTMENT
4. WHERE ASSIGNED: Area, Division, Battalion	5. SOCIAL SECURITY # XXX-XX-	6. SERIAL #

7. **DISABILITY** (State the nature of the illness or injury that keeps you from performing your job duties):

A. Illness or Injury	Date(s)

B. Doctors or Hospitals where Treated	Date(s)
Name	
Address	
Name	
Address	
Name	
Address	

8. **SERVICE CONNECTION:** If your illness or injury was caused by the performance of your duties as a firefighter, paramedic, or police officer please briefly describe. (If NON-SERVICE CONNECTED check here:)

9. Doctors or hospitals where treatment has been rendered for other than those illnesses or injuries claimed (e.g., family physician, medical clinic, or Health Maintenance Organization such as Kaiser, Blue Cross, etc.).

NAME Address

NAME Address

NAME Address

PLEASE READ THE FOLLOWING CLOSELY BEFORE SIGNING

By initialing the following, I attest that I have read and understand that:

- _____ 1. In order to receive disability pension benefits under the provisions of the City Charter, the Board of Fire and Police Pension Commissioners must have sufficient evidence to find that I am incapable of performing duties that may be assigned and that my incapacity is the result of work related injuries if I am claiming service-connection. The Administrative File, created in the course of the disability application process, may also be supplemented by other evidence pertinent and relevant to the issues of disability and service connection.
- _____ 2. The medical and personnel information contained in my Administrative File will be available to individuals involved in the processing of my claim, including but not limited to, the Board of Fire and Police Pension Commissioners, City Attorney staff, physicians performing disability evaluations for the Board, Personnel Department and contracted Workers' Compensation staff, and my Department's Medical Liaison.
- _____ 3. I have, at my own expense, the option to be represented by legal counsel in the proceedings before the Board of Fire and Police Pension Commissioners or I may request the assistance of an employee organization. Should I choose to secure representation, I shall notify the Department of Fire and Police Pensions in writing within ten (10) days of obtaining representation.
- _____ 4. If I am granted a disability pension and also receive a Workers' Compensation award, or have already received a Workers' Compensation award, the amount of the award will be fully recovered by the City of Los Angeles as provided in the City Charter. The Manager-Secretary is authorized to reduce the monthly pension amount payable to me on an installment basis until the total amount of compensation has been offset. This installment reduction shall be at the discretion of the Manager-Secretary but shall not be less than twenty-five percent (25%) of the gross monthly pension amount which would be payable but for the offset. Up to 100% of any retroactive pension payment will be applied to Workers' Compensation offset.
- _____ 5. Reinstatement to payroll for any purpose permanently changes the earliest possible effective date of my pension. If I use my accrued/accumulated overtime/ vacation/sick time because it provides more income than State Rate payments, my pension effective date shifts forward. I will not be eligible to receive retroactive pension benefits for any time prior to the new earliest effective date. Also, it is my responsibility to contact Active Member Services if I wish to purchase service credit (Academy, State Rate, Lost Service Time, etc.)
- _____ 6. If I am granted a disability pension, my medical and pension status are subject to review by the Board of Fire and Police Pension Commissioners at its discretion and upon its order. I also have the right to request a review of my medical status at any time I believe the medical condition(s) upon which my disability pension is based has deteriorated. Any work or daily activities that I perform after my pension is granted must be within the restrictions/limitations for which the disability pension is based. Any activities that are not consistent with these limitations may result in a review of my disability pension by Staff and the Board.

I declare under penalty of perjury that all of the foregoing is true and correct.

Date

Signature

AUTHORITY TO RELEASE MEDICAL AND PSYCHIATRIC RECORDS OF

_____ (Print Full Name)	_____ (Cell/Home/Work Phone #)
_____ (Last Four of Social Security #)	_____ (Birth Date)

Date:

Send Records To:

To:

**THE CITY OF LOS ANGELES
DEPT. OF FIRE AND POLICE PENSIONS
Disability Pensions Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013**

This will be your authority to release to the Department of Fire and Police Pensions (LAFPP) and the Board of Fire and Police Pension Commissioners of the City of Los Angeles any information requested in connection with the medical history of the above named individual, including all records relating to any Workers' Compensation claims. This information is to be used only in the processing or review of an application for disability pension benefits. I further authorize the Department of Fire and Police Pensions and the Board of Fire and Police Pension Commissioners to release such information to pension doctors on behalf of said Board. This authorization shall be considered valid for five (5) years from the date signed. (Copies of this authorization will be considered as valid as the original.)

_____ (Date)	_____ (Authorized Signature)
-----------------	---------------------------------

Please release the following records:

- | | |
|--|--|
| <input type="checkbox"/> Emergency Room Reports | <input type="checkbox"/> Workers' Compensation Records |
| <input type="checkbox"/> All Hospitalization Records | <input type="checkbox"/> Doctor's Reports |
| <input type="checkbox"/> Admission Reports | <input type="checkbox"/> Treatment Records |
| <input type="checkbox"/> Physical Exam/History | <input type="checkbox"/> Imaging Reports |
| <input type="checkbox"/> Operation Reports | <input type="checkbox"/> Test Results |
| <input type="checkbox"/> Discharge Summary | <input type="checkbox"/> Psychiatric Records |
- Other: _____

LAFPP is not a healthcare provider, healthcare clearinghouse, or health plan, therefore, "is not" subject to HIPAA regulations. (Public Law 104-191: Section 1171)

Your prompt attention to this matter will be appreciated. If you have any questions, feel free to call Pension Claims Analyst _____ at the Department of Fire and Police Pensions, Disability Section: (213) 279-3165, Fax (213) 628-7782.

[The person releasing the above-described records, as well as the patient to whom it pertains, are entitled to receive a copy of this authorization upon demand. (California Civil Code, Part 2.6 Section 56 et. seq. added by Stats 1981A "Confidentiality of Medical Information Act").]

**AUTHORITY TO RELEASE EMPLOYMENT RECORDS
OF**

(Name)

(Social Security #) _____
(Birth Date)

Date:

Send Records To:

To:

**THE CITY OF LOS ANGELES
DEPT. OF FIRE AND POLICE PENSIONS
Disability Pensions Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013**

This will be your authority to release to the Department of Fire and Police Pensions and the Board of Fire and Police Pension Commissioners of the City of Los Angeles the following information requested in connection with the employment history of the above named individual.

Please provide the below-named Pension Claims Analyst at the Department of Fire and Police Pensions with copies of any and all personnel records including all disciplinary files, job description, position title, performance evaluations, payroll records, length of employment, hours worked, sick or injury reports, pre-employment physical examination records, and date and time of absences from work.

This information is to be used only in the processing or review of an application for disability pension benefits. I further authorize the Department of Fire and Police Pensions and the Board of Fire and Police Pension Commissioners to release such information to pension doctors on behalf of said Board. This authorization shall be considered valid for five (5) years from the date signed. (Copies of this authorization will be considered as valid as the original.)

(Date)

(Signature)

Your prompt attention to this matter will be appreciated. For clarification or further information, please feel free to contact Pension Claims Analyst _____ at (213) 279-3165, Fax (213) 628-7782.

[The person releasing the above-described records, as well as the patient to whom it pertains, are entitled to receive a copy of this authorization upon demand. (California Civil Code, Part 2.6 Section 56 et. seq. added by Stats 1981A "Confidentiality of Medical Information Act").]

**AUTHORITY TO RELEASE SUBSTANCE ABUSE PATIENT RECORDS
OF**

(Name)

(Last Four of Social Security #)

(Birth Date)

Date:

Send Records To:

To:

**THE CITY OF LOS ANGELES
DEPT. OF FIRE AND POLICE PENSIONS
Disability Pensions Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013**

I, _____, hereby authorize _____
(Name) (Name of Organization)

This will be your authority to release information and records pertaining to the treatment and/or hospitalization of the above named individual for substance abuse or chemical dependency to the City of Los Angeles Department of Fire and Police Pensions and the Board of Fire and Police Pension Commissioners.

Disclosure of requested records shall be limited to the following specific types of information: admission summaries; history and physical examination reports; laboratory data including blood chemistries and urinalyses; treatment reports; pharmacy and prescription orders; physicians', therapists', and nurses' notes/orders; and discharge summaries.

The purpose of this request for records is to assist the Department of Fire and Police Pensions in the processing or review of an application for disability pension benefits. This authorization shall be considered valid for five (5) years from the date signed.

I certify that I have read, understand, and agree with the above provisions of this consent.

(Date) (Signature)

LAFPP is not a healthcare provider, healthcare clearinghouse, or health plan, therefore, "is not" subject to HIPAA regulations. (Public Law 104-191: Section 1171)

Your prompt attention to this matter will be appreciated. If you have any questions, feel free to call Pension Claims Analyst _____ at the Department of Fire and Police Pensions, Disability Section: (213) 279-3165, Fax (213) 628-7782.

[The person releasing the above-described records, as well as the patient to whom it pertains, are entitled to receive a copy of this authorization upon demand. (California Civil Code, Part 2.6 Section 56 et. seq. added by Stats 1981A "Confidentiality of Medical Information Act").]

ATTORNEY AUTHORIZATION

The City of Los Angeles
Department of Fire and Police Pensions
Disability Pensions Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013

Gentlemen:

I hereby authorize _____
(Name)

(Address) (Telephone #)

as the attorney of record, to act as my representative in all matters relating to the processing or review of my application for disability pension benefits and for the purpose of representing my claim before the Board of Fire and Police Pension Commissioners. This will be your authority to release to my attorney any information from my Administrative File.

I understand that I shall be held to all scheduled dates and times agreed to by my representative and a change in representation status will not automatically be sufficient cause to delay the processing of my claim.

Print Name

Signature

Date

The above named attorney or law firm accepts the responsibility as the attorney of record for representing this applicant in all matters relating to the processing or review of the application for disability pension benefits and before the Board of Fire and Police Pension Commissioners.

Signature of Attorney or
Authorized Law Office Staff

Date

REPRESENTATIVE AUTHORIZATION

The City of Los Angeles
Department of Fire and Police Pensions
Disability Pensions Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013

I hereby authorize _____.

(Name)

(Organization registered with City Clerk's Office)

(Address)

(Telephone #)

to act as my representative in matters relating to the processing or review of my application for disability/survivorship pension benefits and for the purpose of representing my claim before the Board of Fire and Police Pension Commissioners. This will be your authority to release to my representative any information from my Administrative File.

I understand that I shall be held to all scheduled dates and times agreed to by my representative and a change in representation status will not automatically be sufficient cause to delay the processing of my claim.

Print Name

Signature

Date

The above named representative accepts the responsibility for representing this applicant in matters relating to the processing or review of the application for disability/survivorship pension benefits before the Board of Fire and Police Pension Commissioners.

Signature of Authorized Representative

Date

TO: Disability Pension Applicant

Please read the attached ACKNOWLEDGEMENT AND WAIVER and sign below indicating that you have received a copy for your information. Retain the waiver form for further reference.

The conditions described affect only Fire and Police Pension Plan members that have more than 20 years of service. If these provisions apply to you, the Pension Claims Analyst assigned to process your application will answer any questions you may have and will provide you with tentative pension rates soon after your application has been received.

Calculation of your tentative pension rates will be based on your original appointment date through the date you file your application for disability retirement. Final pension rates, based on your total years of service, will be provided to you at the time your application is scheduled for hearing before the Pension Board.

Kristen M. Rosauer
Pension Claims Officer

* * * *

TO: Board of Fire and Police Pension Commissioners

I have received the ACKNOWLEDGEMENT AND WAIVER---FIRE AND POLICE PENSION statement.

Applicant Signature

Date

ACKNOWLEDGEMENT AND WAIVER
Fire and Police Pension Plan

I, _____, am a Plan member under the provisions of Fire and Police Pension Plan Tier _____ of the Charter/City Administrative Code. On _____ I applied for the benefit of a disability pension pursuant to Charter Sections 1506, 1606, 1706, and Section 4.2006 of the Administrative Code. Said section, in part, provides that:

A Plan Member retired under the provisions of this subsection shall be paid thereafter a monthly service-connected disability pension in an amount which shall be equal to the same percentage of the Plan Member's Final Average Salary as the Board shall determine, from time to time, to be the percentage of his or her disability. Such pension shall be in an amount of not less than 30% and not more than 90% of the Retired Plan Member's Final Average Salary, but in no case shall the pension be less than the equivalent of 2% of Final Average Salary for each Year of Service of the Retired Plan Member. (Charter Sections 1506(a), 1606(a), 1706(a), and Administrative Code Section 4.2006(a)).

After a Retired Plan Member whose active status as a Department Member has been terminated by reason of his or her retirement has been retired on a service-connected disability pension or on a nonservice-connected disability pension for five (5) years, and has been found to be no longer disabled, the Board shall adjust such Retired Plan Member's pension to 30% of his or her Final Average Salary. However, the pension of any Retired Plan Member, terminated by reason of his or her resignation or discharge as a Department Member, shall cease when the incapacity or disability for which he or she received a disability pension shall cease. (Charter Sections 1506(d), 1606(d), 1706(d), and Administrative Code Section 4.2006(d)).

All Retired Plan Members on a disability pension shall undergo medical examinations at periodic intervals, as determined by the Board, for the first five (5) years of their disability retirement, except in those instances in which the Board has determined that, due to the nature of the disability, no purpose would be served. Retired Plan Members who receive service-connected disability pensions exceeding 30% of Final Average Salary and Plan Members who terminated City employment by reason of resignation or discharge prior to being granted a disability retirement, shall thereafter undergo medical examinations as determined by the Board. (Charter Sections 1506(e), 1606(e), 1706(e), and Administrative Code Section 4.2006(e)).

I acknowledge that I understand these provisions to mean that the maximum available disability pension legally authorized by the above provisions is 90%, or could be as low as _____% (2% per year of service of my final average salary), but no less than the minimum of 30%.

I furthermore acknowledge that I know and have been advised that, as of the date of the Board's consideration of my claim, if I were to retire pursuant to:

- Tier 3, Section 1504 of the City Charter, having attained 50 years of age and a minimum 10 years of service,
- Tier 4, Section 1604 of the City Charter, having attained a minimum 20 years of service,
- Tier 5, Section 4.2004 of the Administrative Code, having attained 50 years of age and a minimum 20 years of service,
- Tier 6, Section 1704 of the City Charter, having attained 50 years of age and a minimum 20 years of service,

I would be entitled to a service pension equivalent to an amount representing _____% of my final average salary.

I further acknowledge that I understand that my disability pension percentage award could be reduced to as low as 30% regardless of my total years of service upon review of my disability status by the Board.

I have been counseled by a representative of the Department of Fire and Police Pensions with respect to these matters. I have nonetheless decided to go forward with my disability pension application.

I hereby state that I do not desire to apply for a service pension/deferred pension and, instead, have decided to pursue my disability pension application. I, therefore, expressly waive my rights to a pension based on years of service if I am granted a disability pension.

_____ _____
Date Time Applicant Signature

On _____ I, _____ discussed
(Date) (Pension Claims Analyst)

the matters contained on pages 1, 2 and 3 of this Acknowledgement and Waiver - Fire and Police Pension Plan form. Upon conclusion of this discussion, the applicant was asked if he/she was willing to execute this document by signature. The applicant refused to sign the Acknowledgement and Waiver - Fire and Police Pension Plan form. The applicant was then advised that this document, with this statement, would be included in the Administrative File.

Pension Claims Analyst Signature

INFORMATION SHEET

FINAL AVERAGE SALARY DESIGNATION

As a member of Tier 3, 4 or 5, of the Fire and Police Pension Plan, you have the right under Charter Section 1502(o) for Tier 3, Charter Section 1602(o) for Tier 4, and Administrative Code Section 4.2002(o) for Tier 5, to designate the 12 consecutive months of service as a Plan Member upon which your "Final Average Salary" is to be based, in the event you are granted a pension by the Board of Fire and Police Pension Commissioners. These sections further allow the designation to be determined by the surviving spouse if the Plan Member should die prior to making the election.

As a member of Tier 6 of the Fire and Police Pension Plan, you have the right under Charter Section 1702(r), to designate the 24 consecutive months of service as a Plan Member upon which your "Final Average Salary" is to be based, in the event you are granted a pension by the Board of Fire and Police Pension Commissioners. This section further allows the designation to be determined by the surviving spouse if the Plan Member should die prior to making the election.

Excerpts from the Charter/Administrative Code are attached for your information.

Please complete and return the Final Average Salary designation form to your Pension Claims Analyst as soon as your Board Hearing date is scheduled. Your Board Hearing will be continued if this form is not received.

If you have any questions, please contact your Pension Claims Analyst at (213) 279-3165 or toll free at (844) 88-LAFPP (52377).

Disability Pension Section
Department of Fire and Police Pensions

Attachments

E X C E R P T

Fire and Police Pension Plan, 1500 Tier 3

Final Average Salary

Charter Section 1502(o) [Tier 3]

(o) "Final Average Salary" means an amount equivalent to a monthly average of salary actually received during any 12 consecutive months of service as a Plan Member as designated by the Plan Member. In the absence of such designation, the last 12 consecutive months preceding the date upon which retirement would become effective shall be used as the basis for the calculation of Final Average Salary.

For the purposes of determining Final Average Salary, periods during which the Plan Member receives less than full salary on account of injury or illness, pursuant to any applicable ordinance of the City, shall be included in the calculation of Final Average Salary based upon the salary, including any Length of Service Pay, Special Pay, Assignment Pay or Hazard Pay, the Plan Member would have received but for the injury or illness.

Included in the calculation of Final Average Salary shall be Length of Service Pay, Special Pay, Assignment Pay and Hazard Pay actually received during the 12 consecutive months used to determine Final Average Salary. The following provision shall be effective for Plan Members who retire on or after July 1, 2000 from the Fire Department while holding a rank no higher than Captain or from the Police Department holding a rank no higher than Lieutenant. If Hazard Pay was not received during all or any part of the 12 consecutive months used to determine Final Average Salary, then an amount equivalent to 10% of the Hazard Pay received at the time of the termination of the last assignment to hazardous duties for each year in the aggregate of the assignment to hazardous duties shall be added to the Final Average Salary, not to exceed 10 years in the aggregate. The total amount of Hazard Pay included in Final Average Salary may not exceed 100% of the amount the Plan Member would have received had the Plan Member been entitled to Hazard Pay during the entire 12 month period utilized in the calculation of Final Average Salary.

Overtime compensation or payments of money to the member not designated as salary by an ordinance of the City shall not be considered for purposes of calculating Final Average Salary.

Notwithstanding any of the foregoing, if a Retired Plan Member were to be restored to active duty as a Department Member and thereby again were to become a Plan Member and if he or she again were to retire or to be retired without having performed his or her duties for at least one (1) year subsequent to such restoration, which year shall not include any time off from work by reason of any injury or illness which had been caused by or contributed to by any injury or illness which had been sustained or suffered by him or her prior to such restoration, the Final Average Salary which shall be applicable to his or her later retirement shall be the Final Average Salary which had been applicable to his or her previous retirement.

Should a Plan Member not have completed 12 consecutive months of service as a Plan Member, then and in that event only shall the Final Average Salary be calculated as a monthly average of all consecutive calendar months completed, and, if the Plan Member has completed less than one (1) month of total service as a Plan Member, the salary actually received shall be used to calculate its monthly equivalent.

E X C E R P T

Fire and Police Pension Plan, 1600 Tier 4

Final Average Salary

Charter Section 1602(o) [Tier 4]

(o) "Final Average Salary" means an amount equivalent to a monthly average of salary actually received during any 12 consecutive months of service as a Plan Member as designated by the Plan Member. In the absence of such designation, the last 12 consecutive months preceding the date upon which retirement would become effective shall be used as the basis for the calculation of Final Average Salary.

For the purposes of determining Final Average Salary, periods during which the Plan Member receives less than full salary on account of injury or illness, pursuant to any applicable ordinance of the City, shall be included in the calculation of Final Average Salary based upon the salary, including any Length of Service Pay, Special Pay, Assignment Pay or Hazard Pay, the Plan Member would have received but for the injury or illness.

Included in the calculation of Final Average Salary shall be Length of Service Pay, Special Pay, Assignment Pay and Hazard Pay actually received during the 12 consecutive months used to determine Final Average Salary. The following provision shall be effective for Plan Members who retire on or after July 1, 2000 from the Fire Department while holding a rank no higher than Captain or from the Police Department holding a rank no higher than Lieutenant. If Hazard Pay was not received during all or any part of the 12 consecutive months used to determine Final Average Salary, then an amount equivalent to 10% of the Hazard Pay received at the time of the termination of the last assignment to hazardous duties for each year in the aggregate of the assignment to hazardous duties shall be added to the Final Average Salary, not to exceed ten years in the aggregate. The total amount of Hazard Pay included in Final Average Salary may not exceed 100% of the amount the Plan Member would have received had the Plan Member been entitled to Hazard Pay during the entire 12 month period utilized in the calculation of Final Average Salary.

Overtime compensation or payments of money to the member not designated as salary by an ordinance of the City shall not be considered for purposes of calculating Final Average Salary.

Notwithstanding any of the foregoing, if a Retired Plan Member were to be restored to active duty as a Department Member and thereby again were to become a Plan Member and if he or she again were to retire or to be retired without having performed his or her duties for at least one (1) year subsequent to such restoration, which year shall not include any time off from work by reason of any injury or illness which had been caused by or contributed to by any injury or illness which had been sustained or suffered by him or her prior to such restoration, the Final Average Salary which shall be applicable to his or her later retirement shall be the Final Average Salary which had been applicable to his or her previous retirement.

Should a Plan Member not have completed 12 consecutive months of service as a Plan Member, then and in that event only shall the Final Average Salary be calculated as a monthly average of all consecutive calendar months completed, and, if the Plan Member has completed less than one (1) month of total service as a Plan Member, the salary actually received shall be used to calculate its monthly equivalent.

E X C E R P T

Fire and Police Pension Plan, Tier 5

Final Average Salary

Administrative Code, Division 4 – Chapter 20 Section 4.2002(o) – [Tier 5]

(o) Final Average Salary means an amount equivalent to a monthly average of salary actually received during any 12 consecutive months of service as a Plan Member as designated by the Plan Member. In the absence of such designation, the last 12 consecutive months preceding the date upon which retirement would become effective shall be used as the basis for the calculation of Final Average Salary.

For the purposes of determining Final Average Salary for periods during which the Plan Member receives less than full salary on account of injury or illness, pursuant to any applicable ordinance of the City, the Final Average Salary shall be based upon the salary, including any Length of Service Pay, Special Pay, Assignment Pay or Hazard Pay, the Plan Member would have received but for the injury or illness.

Included in the calculation of Final Average Salary shall be Length of Service Pay, Special Pay, Assignment Pay and Hazard Pay actually received during the 12 consecutive months used to determine Final Average Salary. For those Tier 5 Plan Members who retire from the Fire Department while holding a rank no higher than Captain or from the Police Department holding a rank no higher than Lieutenant: If Hazard Pay was not received during all or any part of the 12 consecutive months used to determine Final Average Salary, then an amount equivalent to 10% of the Hazard Pay received at the time of the termination of the last assignment to hazardous duties for each year in the aggregate of the assignment to hazardous duties shall be added to the Final Average Salary, not to exceed 10 years in the aggregate. The total amount of Hazard Pay included in Final Average Salary may not exceed 100% of the amount the Plan Member would have received had the Tier 5 Plan Member been entitled to Hazard Pay during the entire 12 month period utilized in the calculation of Final Average Salary.

Overtime compensation or payments of money to the member not designated as salary by an ordinance of the City shall not be considered for purposes of calculating Final Average Salary.

Notwithstanding any of the foregoing, if a Retired Tier 5 Plan Member were to be restored to active duty as a Department Member and thereby again were to become a Tier 5 Plan Member and if he or she again were to retire or to be retired without having performed his or her duties for at least one year subsequent to such restoration, which year shall not include any time off from work by reason of any injury or illness which had been caused by or contributed to by any injury or illness which had been sustained or suffered by him or her prior to such restoration, the Final Average Salary which shall be applicable to his or her later retirement shall be the Final Average Salary which had been applicable to his or her previous retirement.

Should a Plan Member not have completed 12 consecutive months of service as a Plan Member, then and in that event only shall the Final Average Salary be calculated as a monthly average of all consecutive calendar months completed, and, if the Plan Member has completed less than one month of total service as a Plan Member, the salary actually received shall be used to calculate its monthly equivalent.

E X C E R P T

Fire and Police Pension Plan, 1700 Tier 6

Final Average Salary

Charter Section 1702(r) [Tier 6]

(r) Final Average Salary means an amount equivalent to a monthly average of salary actually earned during any 24 consecutive months of service as a Plan Member as designated by the Plan Member. In the absence of such designation, the last 24 consecutive months preceding the date upon which retirement would become effective shall be used as the basis for the calculation of Final Average Salary.

For the purposes of determining Final Average Salary for periods during which the Plan Member receives less than full salary on account of injury or illness, pursuant to any applicable ordinance of the City, the Final Average Salary shall be based upon the salary, including any Length of Service Pay, Special Pay, Assignment Pay or Hazard Pay, the Plan Member would have received but for the injury or illness.

Included in the calculation of Final Average Salary shall be Length of Service Pay, Special Pay, Assignment Pay and Hazard Pay actually earned during the 24 consecutive months used to determine Final Average Salary.

For those Tier 6 Plan Members who retire from the Fire Department while holding a rank no higher than Captain or from the Police Department holding a rank no higher than Lieutenant: If Hazard Pay was not earned during all or any part of the 24 consecutive months used to determine Final Average Salary, then an amount equivalent to 10% of the Hazard Pay earned at the time of the termination of the last assignment of hazardous duties for each year in the aggregate of the assignment to hazardous duties shall be added to the Final Average Salary, not to exceed 10 years in the aggregate. The total amount of Hazard Pay included in Final Average Salary may not exceed 100% of the amount the Plan Member would have earned had he or she been entitled to Hazard Pay during the entire 24 month period utilized in the calculation of Final Average Salary.

Overtime compensation or payments of money to the member not designated as salary by an ordinance or Memorandum of Understanding shall not be considered for purposes of calculating Final Compensation.

Should a Tier 6 Plan Member not have completed 24 consecutive months of service as a Plan Member, then and in that event only shall the Final Average Salary be calculated as a monthly average of all consecutive calendar months completed, and, if the Plan Member has completed less than one month of total service as a Plan Member, the salary actually received shall be used to calculate its monthly equivalent.

Notwithstanding any of the foregoing, if a Retired Tier 6 Plan Member were to be restored to active duty as a Department Member and thereby again were to become a Tier 6 Plan Member and if he or she again were to retire or to be retired without having performed his or her duties for at least one year subsequent to such restoration, which year shall not include any time off from work by reason of any injury or illness which had been caused by or contributed to by any injury or illness which had been sustained or suffered by him or her prior to such restoration, the Final Average Salary which shall be applicable to his or her later retirement shall be the Final Average Salary which had been applicable to his or her previous retirement. Should the Plan Member have performed the requisite one year subsequent to such restoration, but not have completed 24 consecutive months of service since being restored, then in that event Final Average Salary shall be calculated as a monthly average of all consecutive months completed after such restoration.

INFORMATION SHEET

Optional Pensions for Qualified Surviving Spouse and Qualified Domestic Partner

City Charter Sections 1508(b) [Tier 3], 1608(b) [Tier 4], 1214 [Domestic Partner], City Administrative Code, Division 4, Chapter 20, Section 4.2008(b) [Tier 5], and City Charter Section 1708(b) [Tier 6], provide for Optional Pensions for **Qualified** Surviving Spouse/Domestic Partner (hereinafter referred to as spouse/domestic partner). This provision enables you to elect to provide for more than the standard survivor's pension for your spouse or domestic partner in case you die first. The larger pension for your spouse/domestic partner is contingent on your agreeing to receive a lower pension amount during your lifetime.

Following is an example of the formula:

Shortly after you apply for a service pension, you are advised that your monthly pension amount will be \$1,000. If you die before your spouse/domestic partner and your standard provision is 60 percent, then your surviving spouse/domestic partner would receive 60 percent of your pension or \$600 per month for the rest of her/his life.

You decide that you want your spouse/domestic partner to receive 75 percent of your pension after your death to meet expected living expenses.

Assuming you are 55 and your spouse/domestic partner is 51, using actuarial tables, it is determined that the 75 percent continuance to your spouse/domestic partner after your death can be provided if you agree to accept a monthly pension of \$973 per month, or \$27 less than what you would receive if you did not elect a higher than standard continuance to your spouse/domestic partner.

You may elect a higher continuance to your qualified surviving spouse/domestic partner in 5 percent increments up to 100 percent. The higher the continuance you elect, the lower your monthly pension amount will be during your lifetime. As another example, if you elect a 100 percent continuance and you are 55 and your spouse/domestic partner 51, your monthly pension would be \$931 per month. Then, if you die before your spouse/domestic partner, he/she would continue to receive the same \$931 per month for the rest of her/his life, plus any cost of living adjustments that may be provided in future years.

Once you have made the decision regarding the election of a higher continuance, your decision is **final and cannot be changed**, even if your spouse/domestic partner dies or your marriage/domestic partnership is dissolved.

Excerpts from the Charter/Administrative Code are attached for your information.

If you have any questions, please call the Retirement Services Section, Department of Fire and Police Pensions at (213) 279-3165 or toll free at (844) 88-LAFPP (52377).

EXCERPT

CITY CHARTER ARTICLE XI – [Tier 3]

Sections 1508(b)

(b) Optional Pensions for Qualified Surviving Spouse. At any time before the first payment of a service pension, a service-connected disability pension, or a nonservice-connected disability pension, the Plan Member may elect to receive, in lieu of his or her pension as provided in Section [1504](#) or Section [1506](#), the actuarial equivalent at that time of such pension and of the pension for the Qualified Surviving Spouse as provided in subsection (a) of this section, by electing an optional pension payable throughout the balance of his or her life, with the provision that upon his or her death such optional pension shall be continued to the Plan Member's Qualified Surviving Spouse in the proportional amount designated by the Plan Member at the time of election of the option provided by this section.

The amount of such optional pension shall be so calculated that the liability of the Fire and Police Pension Plan – Tier 3 at the date of retirement under the optional pension shall be equal to the liability of the Fire and Police Pension Plan at the same date under the pension awarded in accordance with the provisions of Section [1504](#) or Section [1506](#) and of the survivorship pension provided by subsection (a) of this section. For the purpose of this section, the liability of the Fire and Police Pension Plan – Tier 3 is defined as the present value, in accordance with tables adopted by the Board, of the pensions or optional pensions calculated by approved actuarial methods, and recommended by the Board's actuary. In determining the actuarial equivalent of the pension for a Qualified Surviving Spouse as provided pursuant to subsections (a)(3), (4), and (5) of this section, the equivalent of a 60% survivorship pension shall be used in all cases.

The optional amounts, calculated in accordance with the foregoing paragraph, shall provide a range of optional values such that the amount to be paid to the Qualified Surviving Spouse of the Plan Member shall range from 60% to 100% of the pension payable to the Plan Member, varying by increments of 5%.

If a Retired Plan Member, previously retired on a disability pension pursuant to the provisions of Section [1506](#), should be reinstated to active duty upon termination of his or her disability, the election to receive the optional pension as herein provided, shall be deemed cancelled as of the effective date of such reinstatement.

A Retired Plan Member, previously retired on a disability pension pursuant to the provisions of Section [1506](#) and whose pension has subsequently been adjusted as provided for in Section [1506](#), shall have the right to cancel any option previously elected by him or her pursuant to the provisions of this subsection.

The Board shall by rule provide for a method in which the election to receive an optional pension shall be exercised.

E X C E R P T

CITY CHARTER ARTICLE XI – [Tier 4]

Sections 1608(b), 1214

(b) Optional Pensions for Qualified Surviving Spouse. At any time before the first payment of a service pension, a service-connected disability pension, or a nonservice-connected disability pension, the Plan Member may elect to receive, in lieu of his or her pension as provided in Section [1604](#) or Section [1606](#), the actuarial equivalent at that time of such pension and of the pension for the Qualified Surviving Spouse as provided in subsection (a) of this section, by electing an optional pension payable throughout the balance of his or her life, with the provisions that upon his or her death such optional pension shall be continued to the Plan Member's Qualified Surviving Spouse in the proportional amount designated by the Plan Member at the time of election of the option provided by this section.

The amount of such optional pension shall be so calculated that the liability of the Fire and Police Pension Plan – Tier 4 at the date of retirement under the optional pension shall be equal to the liability of the Fire and Police Pension Plan – Tier 4 at the same date under the pension awarded in accordance with the provisions of Section [1604](#) or Section [1606](#) and of the survivorship pension provided by subsection (a) of this section. For the purpose of this section, the liability of the Fire and Police Pension Plan – Tier 4 is defined as the present value, in accordance with tables adopted by the Board, of the pensions or optional pensions calculated by approved actuarial methods, and recommended by the Board's actuary. In determining the actuarial equivalent of the pension for a Qualified Surviving Spouse as provided pursuant to subsections (a)(3), (4) and (5) of this section, the equivalent of a 60% survivorship pension shall be used in all cases.

The optional amounts, calculated in accordance with the foregoing paragraph, shall provide a range of optional values such that the amount to be paid to the Qualified Surviving Spouse of the Plan Member shall range from 60% to 100% of the pension payable to the Plan Member, varying by increments of 5%.

If a Retired Plan Member, previously retired on a disability pension pursuant to the provisions of Section [1606](#), should be reinstated to active duty upon termination of his or her disability, the election to receive the optional pension as herein provided, shall be deemed cancelled as of the effective date of such reinstatement.

A Retired Plan Member, previously retired on a disability pension pursuant to the provisions of Section [1606](#) and whose pension has subsequently been adjusted as provided for in Section [1606](#), shall have the right to cancel any option previously elected by him or her pursuant to the provisions of this subsection.

The Board shall by rule provide for a method in which the election to receive an optional pension shall be exercised.

EXCERPT

ADMINISTRATIVE CODE SECTION 4.2008(b) [Tier 5]

Section 4.2008(b)

(b) Optional Pension for Qualified Surviving Spouse or Surviving Domestic Partner.

At any time before the first payment of a service pension, a service-connected disability pension or a nonservice-connected disability pension, the Plan Member may elect to receive, in lieu of his or her pension as provided in Section 4.2004 or Section 4.2006, the actuarial equivalent at that time of such pension and of the pension for the Qualified Surviving Spouse or Qualified Surviving Domestic Partner as provided in subsection (a) of this section, by electing an optional pension payable throughout the balance of his or her life, with the provision that upon his or her death such optional pension shall be continued to the Plan Member's Qualified Surviving Spouse or Qualified Surviving Domestic Partner in the proportional amount designated by the Plan Member at the time of election of the option provided by this section.

The amount of such optional pension shall be so calculated that the liability of the Fire and Police Pension Plan at the date of retirement under the optional pension shall be equal to the liability of the Fire and Police Pension Plan at the same date under the pension awarded in accordance with the provisions of Section 4.2004 or Section 4.2006 and of the survivorship pension provided by subsection (a) of this section. For the purpose of this section, the liability of the Fire and Police Pension Plan is defined as the present value, in accordance with tables adopted by the Board, of the pensions or optional pensions calculated by approved actuarial methods, and recommended by the Board's actuary. In determining the actuarial equivalent of the pension for a Qualified Surviving Spouse or Qualified Surviving Domestic Partner as provided pursuant to subsections (a)(3),(4), and (5) of this section, the equivalent of a 60% survivorship pension shall be used in all cases.

The optional amounts, calculated in accordance with the foregoing paragraph, shall provide a range of optional values such that the amount to be paid to the Qualified Surviving Spouse or Qualified Surviving Domestic Partner of the Plan Member shall range from 60% to 100% of the pension payable to the Plan Member, varying by increments of 5%.

If a Retired Tier 5 Plan Member, previously retired on a disability pension pursuant to the provisions of Section 4.2006, should be reinstated to active duty upon termination of his or her disability, the election to receive the optional pension herein provided, shall be deemed canceled as of the effective date of such reinstatement.

A Retired Tier 5 Plan Member, previously retired on a disability pension pursuant to the provisions of Section 4.2006 and whose pension has subsequently been adjusted as provided for in Section 4.2006, shall have the right to cancel any option previously elected by him or her pursuant to the provisions of this subsection.

The Board shall by rule provide for a method in which the election to receive an optional pension shall be exercised.

E X C E R P T

Charter Section 1708(b) [Tier 6]

Section 1708(b)

(b) Optional Pensions for Qualified Survivor.

At any time before the first payment of a service pension, a service-connected disability pension, or a nonservice-connected disability pension, the Tier 6 Plan Member may elect to receive, in lieu of his or her pension as provided in Section [1704](#) or Section [1706](#), the actuarial equivalent at that time of such pension and of the pension for the Qualified Survivor, as provided in subsection (a) of this section, by electing an optional pension payable throughout the balance of his or her life, with the provisions that upon his or her death such optional pension shall be continued to the Tier 6 Plan Member's Qualified Survivor in the proportional amount designated by the Plan Member at the time of election of the option provided by this section.

The amount of such optional pension shall be so calculated that the liability of the Fire and Police Pension Plan at the date of retirement under the optional pension shall be equal to the liability of the Fire and Police Pension Plan at the same date under the pension awarded in accordance with the provisions of Section [1704](#) or Section [1706](#) and of the survivorship pension provided by subsection (a) of this section. For the purpose of this section, the liability of the Fire and Police Pension Plan is defined as the present value, in accordance with tables adopted by the Board, of the pensions or optional pensions calculated by approved actuarial methods, and recommended by the Board's actuary. In determining the actuarial equivalent of the pension for a Qualified Survivor as provided pursuant to subsection (a)(4) of this section, the equivalent of a survivorship pension of 80% of the retiree's pension shall be used in all cases.

The optional amounts, calculated in accordance with the foregoing paragraph, shall provide a range of optional values such that the amount to be paid to the Qualified Survivor of the Plan Member shall range from 75% to 100% of the pension payable to the Tier 6 Plan Member, varying by increments of 5%.

If a Retired Tier 6 Plan Member, previously retired on a disability pension pursuant to the provisions of Section [1706](#), should be reinstated to active duty upon termination of his or her disability, the election to receive the optional pension as herein provided, shall be deemed cancelled as of the effective date of such reinstatement.

A Retired Tier 6 Plan Member, previously retired on a disability pension pursuant to the provisions of Section [1706](#), shall have the right to cancel any option previously elected by him or her pursuant to the provisions of this subsection in the event his or her pension is subsequently adjusted as provided for in Section [1706](#).

The Board shall by rule provide for a method in which the election to receive an optional pension shall be exercised.

**ELECTION FORM FOR OPTIONAL PENSION
FOR QUALIFIED SURVIVING SPOUSE OR QUALIFIED DOMESTIC PARTNER**

I have been provided with information regarding the optional pension for a qualified surviving spouse or a qualified surviving domestic partner including the text of Charter Sections 1508(b) [Tier 3], 1608(b) [Tier 4], Administrative Code, Division 4, Chapter 20, Section 4.2008(b) [Tier 5] and Charter Section 1708(b) [Tier 6].

Initial each statement:

_____ I understand that I can decide to provide a greater percent survivorship pension for my qualified surviving spouse or qualified surviving domestic partner by reducing the monthly pension benefit paid to me during my lifetime.

_____ I understand that my decision as indicated above is **final and cannot be changed** once I sign this document even if my spouse/domestic partner dies or my marriage/domestic partnership is dissolved.

Initial appropriate choice:

_____ I do not wish to provide for an increased pension continuance to my qualified surviving spouse or qualified surviving domestic partner in the event I predecease her/him.

_____ I wish to provide for a _____% survivorship pension for my qualified surviving spouse or qualified surviving domestic partner in the event I predecease her/him. I understand that this election will result in my initial monthly pension amount being \$ _____ instead of the \$ _____ I would receive if I did not elect the higher than standard survivorship pension for my qualified surviving spouse/domestic partner.

Member's Name: _____
(Please Print)

Social Security Number: XXX-XX- _____

Signature of Member: _____

Spouse or Domestic
Partner's Name: _____

Date: _____

PAYROLL STATUS INFORMATION

Please be advised that employees on State Rate may elect to use compensated time off to supplement State Rate to receive the equivalent of their regular salary. (Andersen v. Workers' Compensation Board). The use of sick time, vacation time, overtime, etc., while you are injured constitutes a return to payroll status for pension purposes, it is important that you understand such action will impact the effective date of your disability pension.

A Disability Pension Effective Date Designation form (DF223) is included in the disability pension application package. The designation form details the window period available for a **one-time** selection of a pension effective date. The window period is defined as follows:

The effective date of your disability pension can be **no earlier than the latest of:**

- The first day following the last day on payroll (i.e., salary/vacation/sick), or;
- The first day following the expiration of IOD or State Rate time, but;
- **Not later than** the date of the Board hearing first granting a pension based either on length of service or disability.

Reinstatement to payroll for any purpose permanently changes the earliest possible effective date of your pension. If you start using your accrued/accumulated/compensated time because it provides more income than State Rate payments, your pension effective date window shifts forward. Your new earliest date becomes the new first day following the last day on payroll (i.e., stopped receiving sick, vacation or overtime compensation). You will not be eligible to receive retroactive pension benefits for any time prior to the new earliest date.

If you have any questions regarding the effect your current payroll status will have on your pension effective date options, please contact your Claims Analyst at your earliest convenience.

Print Member Name: _____

Signature of Member: _____

Date: _____

DISABILITY PENSION EFFECTIVE DATE DESIGNATION

It is Department policy that disability pension effective dates must occur on either the first day subsequent to the expiration of IOD time (or other pay status) or the Board hearing date. System/Plan members are entitled to a **one-time** designation of the specific disability pension effective date.

When selecting the pension effective date, members are advised to consider the following information:

- Charter Section *1406(m)(4) [Tier 2]* does not require payment of pension contributions for periods of temporary disability (City Attorney Opinion No. 81-40; Memorandum from City Attorney Ferrell dated 3/30/92).
- Pursuant to Charter Sections *1502(m)(4) [Tier 3 members], 1602(m)(4) [Tier 4 members], Administrative Code, Section 4.2002(m)(4) [Tier 5 members], and 1702(p)(4) [Tier 6]*, "Years of Service" includes those periods of time during which a Department member did or shall receive Workers' Compensation benefits for temporary disability due to injury or illness arising out of the course of employment (State Rate).
- Charter Section *1502(m)(4) [Tier 3], 1602(m)(4) [Tier 4], Administrative Code, Section 4.2002(m)(4) [Tier 5 members], and 1702(p)(4) [Tier 6]*, requires payment of pension contributions for inclusion of periods of temporary disability in years of service.

ELECTION

If I am granted a disability pension, I hereby elect the following disability pension effective date:

_____ First day after expiration of IOD time (unless other pay status is used) but no later than Board Hearing Date. [Returning to payroll status or supplementing State Rate with VC/SK/OT/etc. will eliminate any retroactive payment back to the expiration of IOD.]

_____ First day after expiration of State Rate, but no later than Board Hearing Date.

_____ _____ but no later than Board Hearing Date.
Month/day/year

_____ Board Hearing Date

I understand that this is a **one-time** election and that no changes to my effective date will be permitted after the Board's final action on my claim.

Member's Name: _____
(Printed)

Member's Signature: _____

Social Security Number: XXX-XX-_____ Date: _____

NOTE: This document is to be completed and returned to the Pension Claims Analyst as soon as your Board date is scheduled. Your Board Hearing will be continued if this form is not received.