

**CITY OF LOS ANGELES**  
CALIFORNIA



ERIC GARCETTI  
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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.

Diana C. Anderson  
Pension Claims Officer

**Attachments**

DF204 (10/17)



BOARD OF FIRE AND POLICE PENSION COMMISSIONERS  
CITY OF LOS ANGELES

APPLICATION FOR DISABILITY PENSION BENEFITS

Applicant Name: \_\_\_\_\_

Other Names Used: \_\_\_\_\_

Telephone: Cell ( ) \_\_\_\_\_ Telephone: Home ( ) \_\_\_\_\_ Telephone: Work ( ) \_\_\_\_\_

Email: \_\_\_\_\_ SSN: XXX-XX- \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Department:  Police  Fire  Harbor  Airport

Present Rank/Paygrade Level: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Pension Tier: \_\_\_\_\_

Type of Disability Pension Applying For:  NonService-Connected  Service-Connected

Effective date of:  Service Pension  DROP  Resignation  Termination \_\_\_/\_\_\_/\_\_\_

■ **CURRENT Spouse/Domestic Partner**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ XXX-XX- \_\_\_\_\_  
Name DATE OF BIRTH SSN

DATE OF MARRIAGE/DOMESTIC PARTNERSHIP AFFIDAVIT

■ **CHILDREN:** Unmarried biological/legal adopted (Children remain eligible for survivor benefit up to age 22 if full-time student and unmarried. Disabled children may be eligible for lifetime survivor benefits.)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ XXX-XX- \_\_\_\_\_  
Name PLACE OF BIRTH DATE OF BIRTH SSN

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ XXX-XX- \_\_\_\_\_  
Name PLACE OF BIRTH DATE OF BIRTH SSN

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ XXX-XX- \_\_\_\_\_  
Name PLACE OF BIRTH DATE OF BIRTH SSN

■ **FORMER Spouse/Domestic Partner**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ XXX-XX- \_\_\_\_\_  
Name DATE OF BIRTH SSN

DATE OF MARRIAGE/DOMESTIC PARTNERSHIP AFFIDAVIT DATE OF DIVORCE/DOMESTIC PARTNERSHIP TERMINATION

I have attached a color copy of my valid government issued driver’s license. I declare under penalty of perjury that all of the foregoing is true and correct.

Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_

|   |
|---|
| Department of Fire and Police Pensions Use Only: Application Filed: _____   |
| Original Date of Appointment/Plan Membership: ___/___/___ <input type="checkbox"/> Tier 3 <input type="checkbox"/> Tier 4 <input type="checkbox"/> Tier 5 <input type="checkbox"/> Tier 6 |
| Aggregate Years of Service: _____   |

# APPLICANT'S STATEMENT OF DISABILITY AND SERVICE-CONNECTION

City of Los Angeles

## DEPARTMENT OF FIRE AND POLICE PENSIONS

701 East 3<sup>rd</sup> 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 #<br>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.).

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NAME Address

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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

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Signature

**REPORT OF OUTSIDE EMPLOYMENT**

I have had the following outside employment and/or work permits since the date I was hired by the City of Los Angeles to the present. If you have had no outside employment, write "NONE."

| DATES OF EMPLOYMENT |    | NAME, ADDRESS & PHONE NO. OF EMPLOYER | JOB DESCRIPTION | NO. HOURS WORKED PER WEEK |
|---------------------|----|---------------------------------------|-----------------|---------------------------|
| FROM                | TO |                                       |                 |                           |
|                     |    |                                       |                 |                           |
|                     |    |                                       |                 |                           |
|                     |    |                                       |                 |                           |
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|                     |    |                                       |                 |                           |
|                     |    |                                       |                 |                           |
|                     |    |                                       |                 |                           |
|                     |    |                                       |                 |                           |

THIS DOCUMENT WILL BE INCLUDED IN THE ADMINISTRATIVE FILE

**The member declares under penalty of perjury that all of the foregoing is true and correct to the best of applicant’s knowledge or information.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# 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. 3<sup>rd</sup> 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. 3<sup>rd</sup> 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:**

**To:**

**Send Records To:**

**THE CITY OF LOS ANGELES  
DEPT. OF FIRE AND POLICE PENSIONS  
Disability Pensions Section  
701 E. 3<sup>rd</sup> 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")].



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.

Diana C. Anderson  
Pension Claims Officer

\* \* \* \*

TO: Board of Fire and Police Pension Commissioners

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

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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.

## **EXCERPT**

### 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.**

**ATTORNEY AUTHORIZATION**

The City of Los Angeles  
Department of Fire and Police Pensions  
Disability Pensions Section  
701 E. 3<sup>rd</sup> 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. 3<sup>rd</sup> 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