



**City of Hartford
Municipal Employees' Retirement Fund**

**SUMMARY OF PLAN PROVISIONS
HARTFORD POLICE UNION (HPU)
SWORN PERSONNEL**

As of January 1, 2007

**City of Hartford
Municipal Employees' Retirement Fund**

**SUMMARY OF PLAN PROVISIONS
HARTFORD POLICE UNION**

PLEASE NOTE:

The information in this booklet is intended to provide a summary of the more important features of the City of Hartford Municipal Employees' Retirement Fund (also referred to as the MERF, or simply as the "Retirement Plan" or "Plan").

This booklet is not a legal document and is not intended to give you complete details on all the Plan provisions or to confer any benefits on, to or for you, or your heirs, beneficiaries, successors, personal representatives or assigns.

Actual benefits and the terms and conditions governing them are set forth solely in applicable provisions of the Plan Documents which include applicable sections of the City's Charter, its Appendix, the Hartford Municipal Code, various statutory provisions and your group's collective bargaining agreement, if any. In the event any conflict exists between the Plan and this summary, the Plan Documents will control.

TABLE OF CONTENTS

SECTION	Pages
Definitions	7-8
Pension Service	9-16
Member Contributions	17-18
Eligibility	19
Benefits	
General Information	20-24
Termination Benefits	25-26
Retirement Benefits	27-30
Disability Benefits	31-37
Death Benefits	38-40
Appendix A: CT General Statutes Sec. 27-103	41
Appendix B: City of Hartford Municipal Code, Sec. 2-437	42

Definitions

This section defines several terms that are used throughout this *Summary of Plan Provisions*.

Charter

Charter of the City of Hartford

City

City of Hartford, Connecticut including the Hartford Public Library and all of the City's boards, commissions, agencies and authorities whose employees are eligible to participate in the MERF.

City Treasurer

The duly and independently elected official who serves as both the City Treasurer and the Secretary of the Pension Commission

CMERS

Connecticut Municipal Employees' Retirement System (CMERS), also known as "State MERF B."

Member

When capitalized, this term refers to any individual who has been enrolled in and is a participant of the MERF.

MERF

City of Hartford Municipal Employees' Retirement Fund, also referred to as the "Plan."

Municipal Code

Municipal Code of the City of Hartford

**Pension
Commission**

The Pension Commission is the body charged with administering the MERF pursuant to the Municipal Code and Charter of the City of Hartford.

**Pension
Administration
Unit**

The Pension Administration Unit operates under the direction of the Plan Administrator and provides the services necessary to administer the MERF on behalf of the Pension Commission.

Plan	City of Hartford Municipal Employees' Retirement Fund, also referred to as the "MERF."
Plan Administrator	The Plan Administrator is appointed by the Pension Commission and is responsible for the day-to-day administration of the Plan and the Pension Administration Unit on the Commission's behalf.
Social Security Covered Earnings	The amount of any earnings that are paid to you in any year on which you owe social security taxes. The Internal Revenue Service adjusts this amount each October for the coming calendar year.
Union Affiliation	Hartford Police Union (HPU) – Sworn Officers

Pension Service

There are several different types of service that may affect your pension. Here is a brief description of each type of service.

Aggregate Service

The total of all of your periods of service with the City during (or for) which you made contributions as a member of the MERF. Aggregate Service does not include Purchased Service unless otherwise noted below.

Break-in-Service

Any absence, *without pay*, which lasts more than ninety (90) consecutive calendar days, will cause a “Break-in-Service,” unless:

- you apply for, and are granted, a leave of absence, for whatever reason, by the City Council; or
- you complete at least ten (10) years of Continuous Service following your absence; or
- the absence is caused by a disability that, in most cases, requires the regular attendance of a physician; or
- you were receiving Statutory Worker Compensation benefits during the period of your absence; or
- your absence was due to service in the U.S. armed forces, or certain other uniformed services, and, after completing that service, you returned immediately to City employment.

Even though your absence is not considered a break in service, the time you were absent without pay will not be included in determining your eligibility for a benefit or in the amount of your benefit.

City Service

Any period or periods of employment with the City during, or for, which you make contributions to the MERF.

Continuous Service

Any period or periods of City service during, or for, which you make contributions to the MERF which are not interrupted by a “Break-in-Service.”

Continuous Service also may include certain types of Purchased Service, but only after certain requirements are met.

Continuous Service is the type of service that generally is used

to determine your eligibility for benefits from the Plan.

Credited Service

The total of your Aggregate and Purchased Service.

With the exception of USERRA service or periods when you were receiving Statutory Workers' Compensation benefits, periods of absence of ninety-one (91) days or more are *not* included in Credited Service, even if such absences do not constitute a Break-in-Service (see definition above). Credited Service includes only those periods that you actually worked, and for which you made contributions to the MERF, or purchased. The only exceptions are for eligible USERRA service and periods while you are receiving Statutory Workers' Compensation benefits, which are included in Credited Service.

Credited Service is the type of service that is used to determine the amount of your benefits from the Plan.

Part-Time Service

The HPU collective bargaining agreement provides that "*Part-time, seasonal and temporary employees are excluded from this agreement.*"

The following exception is made for part-time service that you may have earned prior to becoming a member of the HPU:

Periods of employment with the City, while you were in an "unclassified" position or worked for the Board of Education or the Library, when you worked less than a full-time schedule and during (or for) which you made contributions to the MERF may be included on the following basis.

Part-Time service is included as both Aggregate and Credited Service on a pro-rata basis. Each year of Part-Time service is converted into full-time equivalent by using the following formula:

Number of hours actually worked

divided by

Number of regular hours that would normally be worked by an employee in an equivalent full-time position

For example, if you work 20 hours a week and the normal full time schedule is 35 hours, your Part-Time Service would equal:

$$\frac{20}{35} = .57$$

You would be credited with .57 of a week of service rather than a full week.

Police Cadet Service

Service as a police cadet counts toward determining eligibility for a pension as well as for determining the amount of the pension. It will be treated in the same way as any other Aggregate Service that you have accrued.

Purchased Service

Certain types of Prior City and Non-City service may be added to the service otherwise included in your pension account under the conditions described below.

General Restrictions:

- ❑ Purchased Service will be credited only if that service by itself, or in combination with other service for which you receive pension credit, constitutes a “whole year of service”.
- ❑ No Purchased Service can, or will, be used to qualify you for a benefit by being included in your Continuous or Aggregate Service (unless otherwise noted below) until you have reached your Normal Retirement Age and have at least ten (10) years of actual City Service.
- ❑ Application for the purchase or transfer of service to be used as Purchased Service must be made within the prescribed period defined in the Plan and full payment for the Service must be made to the Treasurer’s Office prior to your retirement in order for it to be included as Credited Service.
- ❑ If you are a participant in a Section 457 Deferred Compensation Plan, either through the City of Hartford, or another organization, you may be able to use all or a portion of your account in that plan to pay for your service purchase. The Plan Administrator will provide details upon request.
- ❑ Contributions for Purchased Service (other than those transferred from another retirement system or paid for

Prior City Service) that cannot be used will be returned to you when you retire.

- ❑ Contributions for all Purchased Service (including those transferred from another retirement system or paid for Prior City Service) will be returned to you if your employment terminates before you become eligible for a pension, or if you are eligible to elect a refund in lieu of a pension.

Prior City Service:

Section 2A-9 of the City of Hartford Municipal Code allows re-employed prior MERF Members, who withdrew their MERF contributions when they left City employment, to repay the withdrawn contributions plus interest in order to receive pension credit for the service attributable to the withdrawn contributions.

Prior City Service will be used to qualify you for retirement or vesting and will be included in your Aggregate and Credited Service once the contributions are repaid.

You must notify the Plan Administrator, in writing, of your intent to repay the withdrawn contributions within ninety (90) days after you complete your new probationary period.

Prior City Service While a Member of CMERS:

If you were a member of either Local 1716 (excluding the Evelyn Ball Chapter) or Local 566 during your employment with the City, your pension was provided by CMERS, the State retirement system. Once your membership in one of these unions ends and you become a member of the MERF, you may be eligible to transfer the service accrued under the CMERS plan to the MERF if:

- ❑ You did not withdraw the contributions you made to CMERS
- ❑ You are not currently receiving a retirement benefit from CMERS
- ❑ You authorize CMERS to transfer your CMERS pension contributions to the MERF, and the transfer is made, and
- ❑ You pay any difference in contributions between what

you paid to CMERS and what you would have paid to the MERF had you always been a member of the MERF.

Prior Service while a member of Locals 1716 or 566 will be used to qualify you for retirement and will be included in your Aggregate and Credited Service once the service transfer is completed.

Once the Pension Administration Unit is notified of your change in classification, you will be sent a letter outlining your options with respect to transferring this service. This service transfer generally must be initiated upon your change in union affiliation.

Prior Service With the Federal Government, or any State or Political Subdivision:

Section 2A-8(a)(1) of the City of Hartford Municipal Code allows Members under the age of sixty (60) who worked for one or more of the above-named entities and who participated in an actuarially sound pension plan sponsored by the entity, to transfer the Pension Service retirement credits earned with that plan to the MERF. Members who wish to transfer such credit can do so only if all of the following conditions are met:

- ❑ A reciprocity agreement exists between that plan and the MERF. Currently reciprocity agreements exist only with the State Tier I plan (contributory plan for employees hired by the State on or before July 1, 1984) and the Metropolitan District Commission;
- ❑ You did not withdraw the contributions you made to that plan
- ❑ You are not currently receiving a retirement benefit from that plan and do not retain any vested rights to a pension from that plan; *and*
- ❑ you make up any shortfall in the contributions required to pay the benefits associated with that service as determined by the Pension Commission.

Service transferred under this section cannot be used to qualify you for retirement. It will be included in both your

Continuous and Aggregate Service once you have reached your Early or Normal Retirement Age and have at least ten (10) years of actual City Service and the transfer is completed.

You must make your request to purchase service under this provision within thirty (30) days of the date you become employed (or re-employed) by the City.

Qualified Non-City Service:

HPU members are currently not eligible to purchase Qualified Non-City Service under the provisions of Section 2A- of the City of Hartford Municipal Code.

Prior Military Service:

Section 2A-8(a)(2) of the City of Hartford Municipal Code and your union contract allow Members to purchase up to four (4) years of pension service credit for time served on active duty in the U.S. Armed Forces during any of the periods set forth in Section 27-103 of the Connecticut General Statutes (Appendix A). A copy of this document is available in the Pension Administration Unit.

Military Service purchased under this provision cannot be used to qualify you for retirement. However, once you otherwise qualify for retirement, and subject to the General Restrictions noted earlier, purchased Military Service will be used to compute the amount of your pension at the earliest of the following, once full payment for the service is made:

- After ten (10) years of Continuous Service;
- After fifteen (15) years of Aggregate Service; *or*
- Upon retirement due to a service-connected disability.

You can make the request and/or complete the purchase at any time prior to your retirement or termination of employment.

Service covered by the Federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”)

USERRA, incorporated into Section 2A-7 of the City of

Hartford Municipal Code, allows Members who leave the employment of the City in order to serve in any of the “uniformed services” of the United States the opportunity to purchase pension service credit for certain portions of that service if and when they are reemployed by the City.

For purposes of USERRA, service in the “uniformed services” includes service in any branch of the armed forces of the United States, the Air National Guard, the Army National Guard, the commissioned corps of the Public Health Service and any other category designated as such by the President of the United States in the time of war or emergency.

Employees who leave City service to serve in the U.S. armed forces, Red Cross or FBI and are then reemployed by the City in accordance with the provisions of Section 2-437 (Appendix B) of the Hartford Municipal Code, will be granted pension service credit for that period of service without having to make any employee contributions for the period of that service during which you are not paid by the City. This service will then be included in Aggregate and Credited Service on the same basis as other City Service actually spent working for the City.

There are limits on the amount of time during which you can exercise your rights under USERRA. The amount of time depends on the on the length of your USERRA service. If you leave City service to serve in any of the uniformed services, you should contact the Pension Administration Unit immediately upon your return to determine your rights and obligations to obtain Pension Service credit for that service.

Sick Exchange:

If your first day of employment with the City was on or after July 1, 1999, you are not eligible for the Sick Exchange.

If your first day of employment with the City was before July 1, 1999, you are eligible for the Sick Exchange as described below.

Your union contract, the Municipal Code (Section 2A-8(3)) and the Charter, allow the exchange of up to 80 days of accumulated sick time for additional pension service credits,

with the following conditions:

- ❑ Additional pension service will be purchased in units of 20 days, with each unit equal to one (1) whole year of additional pension service. Partial units cannot be exchanged. If you do not have enough accumulated sick time to exchange for at least one year of pension credit, no exchange will be required or permitted.
- ❑ No exchange will be required, or permitted, if the additional service attributable to the exchanged sick time, when added to your other Credited Service, would produce a benefit that exceeds 80% of your Final Average Pay (refer to the Benefits section of this Summary for details and exceptions).
- ❑ Sick time exchanged for pension credit will not be used to establish eligibility for early or normal retirement. Once the eligibility requirements are otherwise met, the exchanged service will be used in the calculation of your pension benefit.
- ❑ Any accumulated sick time that cannot be exchanged for pension credit, will be paid to you in accordance with the City personnel and pay policies.

Member Contributions

The MERF is a contributory defined benefit plan. Both the City and Plan Members share in the cost of the Plan. This section explains the contributions that are required for Members in your employment classification.

Amount

As a Plan Member,

- ❑ if you were hired prior to July 1, 1999, you are required to make contributions to the Plan equal to eight percent (8%) of your pension eligible earnings,
- ❑ if you were, or are, hired after June 30, 1999, you are required to make contributions equal to six and one-half percent (6.50%) of your pension eligible earnings.

These contributions are made on a pre-tax basis. They will be deducted from your earnings before any income taxes are paid on them. You will not have to pay any taxes on these contributions until you withdraw them or retire.

Interest

No interest is credited to employee pension contributions.

Transfers Between Different Unions or Employment Groups

Different employee groups and unions have different contribution levels. Generally when you transfer from one group to another, your level of contribution will be adjusted to the amount required by your new group or union from the day you become a member of the new group. Any contributions you have already made will remain in the MERF and be automatically transferred to your new group.

There are two exceptions to this:

There are two exceptions to this:

- ❑ If you transfer into the uniformed services (Police or Fire unions) you will be required to pay the difference between the uniformed services contribution level and what you were contributing before you became a member of the uniformed services and to complete at least ten (10) years of Continuous Service as a sworn member of the HPU.

- If you transfer into HMEA from any employment group, and your initial date of hire (or adjusted hire date, if a rehire and you do not have a Break in Service) is prior to July 1, 2003, you will be required to pay the difference between the HMEA 7.8% contribution rate and the rate you previously paid, retroactive to January 1, 2004.

Please note that if the contribution rate for your new group is lower than for your prior group, all of your contributions remain in the MERF. There are no refunds paid as the result of a transfer.

Withdrawals and Refunds

You are not allowed to withdraw or receive a refund of your pension contributions while you are employed by the City and making contributions to the MERF.

When you retire, your pension contributions will be used to help pay for your pension. The contributions must remain with the MERF in order for you to receive a pension.

If your employment terminates before you are eligible to retire, you may be eligible for a refund of the contributions you made to the MERF.

Please refer to the section of this Summary describing Termination Benefits for additional information about contribution refunds.

Eligibility

The MERF provides different types of benefits, each with its own eligibility rules. This section explains the rules that apply to the different benefit categories.

Vesting

After the completion of ten (10) years of Continuous Service as a member of the HPU, any benefits you have earned in the MERF become non-forfeitable. This means that if you leave City employment before meeting the requirements for retirement, any benefits you have earned up to the time you leave cannot be taken away from you. In order to collect these benefits you will have to leave your contributions with the MERF and meet certain other requirements, which are described below.

If you are eligible for a vested benefit when your service ends, you will be able to begin collecting it on what would have been your Normal Retirement Date, had you remained employed.

Normal Retirement

If you were hired before July 1, 1999, you will be eligible for Normal Retirement once you have completed twenty (20) years of Continuous Service, with at least ten (10) years of such Continuous Service as a sworn member of the HPU. There is no age requirement.

If you were, or are, hired after June 30, 1999, you will be eligible for Normal Retirement once you have completed at least twenty five (25) years of Continuous Service, with at least ten (10) years of such Continuous Service as a sworn member of the HPU. There is no age requirement.

Early Retirement

You will be eligible for Early Retirement if you are at least age fifty (50) and have at least ten (10) years of Continuous Service as a sworn member of the HPU.

Effective Date of Retirement

This is the day following your “Last Day Paid.” It is the date on which your retirement becomes effective and is the first day for which you will receive a pension.

The “Last Day Paid” is described in the section of this *Summary* called *Benefits in General*.

Benefits in General

The amount of your benefit from the MERF is determined by a formula, which is based on a combination of your years of service, earnings and age.

The benefits you receive from the MERF are in addition to benefits you may receive from Social Security or other sources (unless noted otherwise in the descriptions below).

Benefits are payable, depending on your eligibility, at termination of employment, normal or early retirement, disability or death.

Here are some further definitions to help you understand how the Plan benefits are calculated.

Pension Earnings

Pension Earnings include all of the regular, overtime, holiday, vacation, leave and sick pay that you receive while working, as well as any payment for your accrued but unpaid vacation, earned leave and holiday leave that you receive upon your separation from City employment and which you elect to have used to extend your pension service (refer to Final Average Pay discussion below).

If your first day of employment with the City was before July 1, 1999, overtime and private duty pay will be included in your Final Average Pay as it is paid to you. For example, if you receive \$1,000 of overtime pay in your paycheck of July 2, 2004, it will be counted in your Final Average Pay on that day.

If your first day of employment with the City was on or after July 1, 1999, your overtime and private duty pay will *not* be included as earned, but credit will be provided as described in the **Final Average Pay** discussion below.

In order for earnings to be included as Pension Earnings, you must make pension contributions on such earnings.

Final Average Pay Period

The Final Average Pay Period is the final five years ending on your "Last Day Paid". This Last Day Paid is determined as follows.

- If you do not receive payment for any of your accrued

but unused vacation, holiday or earned time, your Last Day Paid will be your last day of work.

- If you elect to use your accrued time to extend your employment beyond your actual last day of work, whether you receive a lump sum payment, or weekly payments, for accrued but unused vacation, holiday or earned time they will be counted on a daily basis, beginning on the first workday following the last day you actually worked and continuing just as if you had been receiving your regular pay until they are used up. The last day for which any payment is made is your Last Day Paid.

Please note that if you elect this option, you must apply all of your accrued time toward extending your pension service. You cannot use only a portion of it to extend your pension service.

For example, assume your last day of work is May 30, 2003, a Friday. You have 6 days of unused vacation for which you will be paid. For purposes of determining your Last Day Paid, we will add the 6 days of unused vacation to May 30th, counting only weekdays. In this example, your Last Day Paid will be June 9, 2003.

Your Final Average Pay Period would then be the five years ending on this date. The Final Average Pay Period would begin on June 10, 1998 and end on June 9, 2003.

- You can also elect **NOT** to use your accrued time to extend your employment beyond your last day of actual work. In this case, the payment for such accrued time will not be included in the determination of your Final Average Pay Period or your Final Average Pay, and your Last Day Paid will be your last day of work.

If you have accrued time for which you will be paid, you must make your election with respect to whether or not you wish it to be used to extend your pension service at the time you notify your supervisor of your intent to retire.

Final Average Pay

Basic Final Average Pay is what is used to determine your pension. It is computed on the basis of the your highest three (3) of the last five (5) years of pension earnings, determined as follows.

Please note that if your first day of employment with the City is on or after July 1, 1999, the Final Average Pay calculation described below will *exclude* any overtime or private duty pay. Such overtime and private duty pay earned during your final 25 years of employment will be averaged over your last 25 years of service, or actual service, if less, and added to the otherwise determined Final Average Pay. An example follows this explanation.

1. The Final Average Pay Period (FAPP) will be established. This is the five (5) years ending on your Last Day Paid.

For Example:

Last Day Worked:	7/5/2002
Last Day Paid:	9/28/2002
FAPP:	9/29/1997 through 9/28/2002

2. The earnings attributable to each week within the FAPP will be obtained. The earnings that are included in the calculation will be those defined as eligible in the HPU contract. Since the City pays a week in arrears, earnings will be used as follows:

First payday used:	
Week beginning:	9/28/1997
Week ending:	10/4/1997
First payday included:	10/10/1997

Last Payday Used:	
Week beginning:	9/22/2002
Week ending:	9/28/2002
Last payday included:	10/4/2002

3. From those earnings the 12 consecutive months (365 consecutive days) producing the highest total will be selected. This 12-month or 365 day period will be referred to as the "Highest Earnings Year". If a beginning or ending date falls in the middle of a week, the earnings for that week will be prorated.

For example:

Beginning of 12 month period:	9/30/97 (Tuesday)
Days included:	4 (Tuesday through Friday)
Total earnings for the week:	\$1,046.00
Earnings included:	$\$1,046.00 \times 4/5 = \836.80

End of 12 month period:	9/29/1998 (Tuesday)
Days included:	2 (Monday and Tuesday)
Total earnings for the week:	\$1,046.00
Earnings included:	$\$1,046.00 \times 2/5 = \418.40

4. Once the Highest Earnings Year is identified, the days included in that year will be removed. From the remaining days, the next highest total will be obtained using the same method as used to identify the Highest Earnings Year. The result here will be the "Second Highest Earnings Year".
5. For the third year, the days corresponding to the Highest and Second Highest Earnings years will be removed and from what is left the third highest total will be obtained, using the same method as for the Highest and Second Highest Earnings. The result here will be the "Third Highest Earnings Year".
6. The Highest, Second Highest and Third Highest Earnings Years will be added together and divided by 3 to determine the Final Average Pay for the pension benefit calculation.
7. It is understood that no "year" will be more than 12 months, 52 weeks or 365 days (366 if a Leap Year is involved).

Final Average Pay for those hired on or after July 1, 1999: As noted above, your Final Average Pay will have two parts:

1. Your basic FAP, calculated as described above, but excluding any overtime or private job pay, and
2. An average of the overtime and private job hours you worked (and for which pension contributions were deducted) during your final 25 years of service multiplied by your final hourly rate of pay. If you have more than 25 years or service, only your final 25 years

will be included in the average. If you have fewer than 25 years, all of the overtime and private job hours you worked (and for which pension contributions were deducted) during your career with the City will be included and will be averaged over your actual service (years and fractions).

Service

The service used in your pension calculation includes all of your Credited Service.

Last Day Paid

The City Personnel Department provides the Pension Unit with a copy of your Separation Form B, which includes your final date of service, taking into account your election with respect to accrued but unused vacation, holidays, earned time and regular leave days. This final date of service is called the “Last Day Paid” and is the last day for which you will receive Credited Service.

Maximum Benefits

Section 415 of the Internal Revenue Code of 1986, as amended, sets limits on the maximum amount of benefits that can be paid from qualified plans such as the MERF. If your total benefit exceeds these limits, your benefit from the MERF will be limited to what is allowed under the Code. Any excess portion of your benefit will be paid from a special Section 415 Excess Plan funded by the City’s General Fund.

Termination Benefits

Non-Vested Benefits

If you are not vested when you leave City employment, you may request a refund of your contributions without interest.

Normally, once the Pension Administration Unit receives notice of your termination from the City, a letter will be sent to you explaining your refund options. Basically, you can elect one or more of the following options:

- Withdraw all your after-tax contributions, plus interest, if any, in a lump sum,
- Withdraw all of your pre-tax contributions plus interest, if any, in a lump sum,
- Roll all of your pre-tax contributions and all of your interest to another eligible employer plan or IRA,
- Withdraw a portion of your pre-tax contributions plus interest, if any and roll over the balance to another employer plan or IRA.

Under the terms of the City Charter, your withdrawal or rollover request must be made within ten (10) years of your termination date or your contributions will be forfeited.

Vested Benefits

If you are vested when your employment with the City terminates, and you are not eligible to begin receiving your pension immediately, or under the Special Retirement provisions, you have the option of either:

- Leaving your contributions in the Plan and receiving a vested benefit once you qualify for retirement; or
- Requesting a refund of your pension contributions, and forfeiting your right to any future benefits from the Plan.

If you elect to leave your contributions in the Plan and vest your benefit rights, you will be eligible to receive what is called a vested benefit once you meet the date you would have become eligible to receive a normal retirement benefit or reach age 50 to receive a reduced benefit.

For purposes of determining your Normal Retirement Date for vested benefits, your actual Continuous Service is calculated at the time your employment ends. To this is added the additional Continuous Service you would need in order to have 20 (or 25)

years of Continuous Service had you remained employed. For example:

If you have 15 years of actual Continuous Service when your employment ends on June 30, 2004. In order to have the required 20 years, you would need to work another five (5) years, so you would have to wait until June 30, 2009 in order to collect your full, unreduced vested benefit.

In this example, if you reached your 50th birthday on May 15, 2006, you could request an immediate payment of your vested benefit, but it would be reduced for each year and fraction that May 15, 2006 preceded June 30, 2009 (2 years and 1 full month).

The vested benefit is calculated according to the type of retirement (i.e. Normal or Early) for which you apply, based on your years of Credited Service. Refer to the sections on Early and Normal Retirement Benefits for details of the calculation.

Retirement Benefits

Normal Retirement Benefit If your first day of employment with the City was before July 1, 1999:

Your Normal Retirement Benefit is equal to the sum of (1) plus (2) plus (3) below:

1. A basic service benefit:
 - ❑ 2.65% of your Final Average Pay for each *whole* year of Continuous Service for the first twenty (20) years, plus
 - ❑ 3% of your Final Average Pay for the twenty-first (21st) year of Credited Service, plus
 - ❑ 2% of your Final Average Pay for each whole year of Credited Service for the twenty-second (22nd) through the twenty-fifth (25th) years, plus
 - ❑ 1% of your Final Average Pay for each whole year of Credited Service for the twenty-sixth (26th) through thirty-first (31st) years.

NOTE: Credited Service for purposes of the above pension formula *excludes* purchased Military Service and Sick Exchange, but does include other types of purchased service.

2. If you have purchased Military Service and

- were hired before July 1, 1987:

2.65% for each whole year and fraction of purchased Military Service

- were hired on or after July 1, 1987 but before July 1, 1999:

Each whole year and fraction of purchased Military Service will be included on the basis of the regular benefit formula for the total number of years of Credited Service plus purchased Military Service.

NOTE: If you have fractional years of purchased Military Service, the fractional years may be added to any

fractional years of Credited Service, to the extent the result is a whole year of service.

For example, if you were hired before July 1, 1987 and have 3 years and 4 months of purchased Military Service and 22 years and 8 months of Credited Service, your benefit would be calculated as follows:

20 years of Continuous Service x 2.65%, plus
1 year of Credited Service x 3.00% plus
1 year and 8 months of Credited Service x 2.00%, plus
3 years and 4 months of Military Service x 2.65%

This would result in a total of 26 whole years of eligible service for pension purposes.

In the same example, if you were hired on or after July 1, 1987, your benefit would be based on:

20 years of Continuous Service x 2.65%, plus
1 year of Credited Service x 3.00% plus
1 year and 8 months of Credited Service x 2.00%, plus
3 years and 4 months of Military Service x 2.00%

And finally, again assuming you were hired before July 1, 1987, if you had only 3 years and 2 months of Military Service, your benefit would be calculated as follows, with a total of 25 years of eligible pension service:

20 years of Continuous Service x 2.65%, plus
1 year of Credited Service x 3.00%, plus
1 year of Credited Service at 2.00%, plus
3 years of Military Service x 2.65%

This is because the extra 8 months of City Service when added to the extra 2 months of Military Service does not equal a whole year (12 months). Therefore none of the extra months can be used.

3. If you have any Sick Exchange:

- 2.50% for each unit of Sick Exchange.

Maximum benefit:

- the maximum percentage allowed is seventy percent (70%) of Final Average Pay including purchased service plus up to an additional ten percent (10%) of Final Average Pay including Basic Sick Exchange, for a total of eighty percent (80%). This means that your benefit is limited to 70% unless you use Sick Exchange to increase it above 70% and up to an overall maximum of 80%.

If your first day of employment with the City was on or after July 1, 1999:

Your Normal Retirement Benefit is equal to the sum of (1) plus (2).

1. A basic service benefit:

- 2.5% of your Final Average Pay for each *whole* year of Continuous Service for the first twenty (20) years, plus
- 2.0% of your Final Average Pay for the twenty-first (21st) through thirtieth (30th) years of Credited Service

NOTE: Credited Service for purposes of the above pension formula *excludes* purchased Military Service, but does include other types of purchased service.

2. If you have purchased Military Service:

- 2.50% for each whole year and fraction of purchased Military Service

NOTE: If you have fractional years of purchased Military Service, the fractional years may be added to any fractional years of Credited Service, to the extent the result is a whole year of service.

For example, if you have 3 years and 4 months of purchased Military Service and 22 years and 8 months of Credited Service, your benefit would be calculated as follows:

20 years of Continuous Service x 2.50%, plus
2 years and 8 months of Credited Service x 2.00%,
plus
3 years and 4 months of Military Service x 2.50%

This would result in a total of 26 whole years of eligible service for pension purposes.

In the same example, if you had only 3 years and 2 months of Military Service, your benefit would be calculated as follows, with a total of 25 years of eligible pension service:

20 years of Continuous Service x 2.50%, plus
2 years of Credited Service x 2.00%, plus
3 years of Military Service x 2.50%

This is because the extra 8 months of City Service when added to the extra 2 months of Military Service does not equal a whole year (12 months). Therefore none of the extra months can be used.

Maximum benefit:

- ❑ the maximum percentage allowed is seventy percent (70%) of Final Average Pay including purchased service.

Early Retirement Benefit

The Early Retirement Benefit is equal to your choice of one of the following benefits:

- ❑ The reduced retirement allowance as determined by the Pension Commission that is actuarially equivalent to the retirement allowance you would have received if you left your contributions in the fund until the date you would become eligible for a normal retirement allowance.
- ❑ The benefit you would otherwise be eligible to receive at your Normal Retirement Date reduced by 2% for each year your actual retirement precedes your Normal Retirement, prorated for fractional years.

Disability Benefits

The Plan may provide benefits in the event you become disabled while you are an active City employee. Certain service and other requirements must be met in order to qualify for these benefits.

General Information

You must apply for disability pension benefits within one (1) year of the time you are disabled (i.e. generally within one (1) year of the date your doctor tells you, or it otherwise is apparent, that you will no longer be able to perform the duties of your current job because of your medical condition).

Disability Benefits are payable as monthly allowances until the *earlier of:*

- ❑ the last day of the month in which you die, or
- ❑ the date when you are determined to no longer be disabled based on the definition of disability as it applies to the type of disability allowance you are awarded

Subject to approval by the Pension Commission, anyone who elects to receive a Disability Benefit may subsequently qualify for either a Normal or Early Retirement Benefit in lieu of a Disability Benefit, if he or she is otherwise eligible to receive such a benefit.

If you are awarded a disability pension, you must file a statement of earnings with the Pension Commission each year. Failure to provide this statement will result in a suspension of your disability benefits until the statement is received. The City Charter and the Municipal Code require this.

If you die while you are receiving a Disability Benefit, a survivor benefit may be payable to your spouse and your dependent children for the balance of their life. Your spouse must qualify as a “surviving spouse” under the Plan, and your dependent children must qualify as “dependent children”. There is additional information on survivor’s benefits in the Death Benefits section.

Calculating Disability Benefits

There are four (4) different types of disability benefits. Each disability benefit is applicable to a specific type of disability, as described below. Regardless of the type of disability, all disability benefits are based on a combination of service, earnings and benefits you may receive from other sources such as Workers' Compensation. In each case, certain minimum and maximum benefits also apply.

The following definitions should assist you in understanding how disability benefits are calculated:

Disability Definitions

Basic Disability Benefit

This amount is the starting point for the disability benefit calculation. The benefit is calculated according to a formula that applies to the type of disability benefit for which you are eligible.

Current Rate of Pay

This is the weekly rate of pay as of any given date as set forth in Appendix A of your contract for an active police officer who is in the same class that you were in at the time of your disability retirement.

Disability Annual Pay

Your Disability Annual Pay is what is used to determine your disability pension. It includes:

- ❑ your weekly rate of pay immediately preceding the start of retirement, multiplied by 52, plus
- ❑ any longevity pay that would have been payable to you had you continued to work during the year following the date you incurred your disability.

Disability Normal Retirement Benefit

A benefit calculated in the same way as a Normal Retirement Benefit, based on the service accrued through your disability retirement date and your Disability Final Average Pay on the day immediately preceding your disability retirement date.

Disability Final

This is defined the same way as the Final Average Pay used for

<i>Average Pay</i>	the calculation of the Normal Retirement Benefit discussed earlier.
<i>Maximum Benefit</i>	Some types of disability benefit have a separate Maximum Benefit. The Maximum Benefit is the largest benefit you will receive as a disability allowance.
<i>Minimum Benefit:</i>	Some types of disability benefit have a separate Minimum Benefit. The Minimum Benefit is the smallest benefit you will receive as a disability allowance.
<i>Weekly Workers' Compensation Benefits</i>	This is the weekly benefit you receive from Worker's Compensation that represents an income replacement payment (sometimes referred to as a weekly indemnity payment). It does not include payments you receive toward medical or legal expenses. Even if your weekly benefits are paid in a lump sum, they will be treated as being paid weekly.

Types of Disability Benefits

Permanent and Total – Service Connected

Eligibility: There is no age or service requirement to qualify for this benefit. You must, however, be permanently and totally unable to engage in any type of gainful employment. Your disability also must be work-related as defined in the Workers' Compensation Act.

Basic Disability Benefit: Your benefit is equal to the 100% of your Disability Annual Pay less any weekly Workers' Compensation Benefits.

Permanent and Total – Non-Service Connected

Eligibility: There is no age requirement to qualify for this benefit, however you must have at least five (5) years of Continuous Service. You must be permanently and totally unable to engage in any type of gainful employment.

Basic Disability Benefit:

If you have less than twenty (20) years of continuous service:
your benefit will be equal to:

2.65% of your final average pay multiplied by your whole years of credited service.

If you have twenty (20) or more years of Continuous Service,
your benefit will be equal to:

the benefit that you would have received had you qualified for and requested a Normal Retirement Benefit

Minimum Benefit: The minimum benefit for this type of disability is equal to:

25% of your final average pay.

Permanent Partial – Service Connected

Eligibility: There is no age or service requirement to qualify for this benefit. You must, however, meet all of the following requirements:

- a) You must be permanently disabled,

- b) Your disability must prevent you from performing the full duties of your class but does not necessarily have to prevent you from engaging in other gainful employment.
- c) Your disability must be work-related as defined in the Workers' Compensation Act.

Basic Disability Benefit: This is called a "Special Disability Allowance" and your benefit is equal to one of the following:

- If you have less than fifteen (15) years of continuous service, your benefit will be equal to (a) minus (b) below:
 - a. 50% of your annual pay at the time your disability began
 - b. Any income from gainful employment, which together with the "Special Disability" allowance, exceeds 100% of your Current Rate of Pay.

Workers' Compensation payments or benefits do not count as income from gainful employment in this case. Neither do pension payments or interest and dividends.

- If you have at least fifteen (15) years of Continuous Service but less than twenty (20) years of Continuous Service, your benefit will be equal to:

50% of your annual pay at the time your disability began

There are no reductions due to any income you may earn from gainful employment.

- If you have twenty (20) or more years of Continuous Service, your benefit will be equal to:

The benefit that you would have received had you qualified for and requested a Normal Retirement Benefit

There are no reductions due to any income you may earn from gainful employment.

**Permanent Partial
– Non-Service
Connected**

Eligibility: There is no age requirement to qualify for this benefit. You must, however meet all of the following requirements:

- You must be permanently disabled, and
- Your disability must prevent you from performing the full duties of your class but does not necessarily have to prevent you from engaging in other gainful employment.
- You must have at least ten (10) years of Continuous Service.

If you have less than fifteen (15) years of Continuous Service:

Basic Disability Benefit: Your benefit will be equal to (a) minus (b) below:

- a. 2.65% of your final average pay multiplied by your whole years or credited service
- b. The same benefit percent as used in the calculation of your Basic Disability Benefit multiplied by the excess of any earnings you receive from gainful employment over what a Social Security beneficiary is allowed to earn without having his or her Social Security Benefit reduced.

Workers' Compensation payments or benefits do not count as income from gainful employment in this case. Neither do pension payments or interest and dividends.

Minimum Benefit: The minimum benefit for this type of disability is equal to (a) minus (b) below:

- a. 25% of your final average pay.
- b. The same benefit percent as used in the calculation of your Basic Disability Benefit multiplied by the excess of any earnings you receive from gainful employment over what a Social Security beneficiary is allowed to earn without having his or her Social Security Benefit reduced.

Workers' Compensation payments or benefits do not count as income from gainful employment in this case. Neither do pension payments or interest and dividends.

If you have fifteen (15) or more years of Continuous Service:

Basic Disability Benefit: Your benefit will be equal to your Disability Normal Retirement Benefit (as defined above). There is no reduction for any income you may have from gainful employment.

Minimum Benefit: The minimum benefit for this type of disability is equal to 25% of your Disability Annual Pay. There is no reduction for any income you may have from gainful employment.

Death Benefits	The Plan provides benefits in the event you should die while you are an active City employee, have vested rights to a pension or are receiving a pension from the MERF.
-----------------------	---

Definitions

Survivor Annual Pay

Survivor Annual Pay is what is used to determine the pension payable to your qualified survivors. It includes:

- ❑ your weekly rate of pay immediately preceding the start of retirement, multiplied by 52, plus
- ❑ any longevity pay that would have been payable to you had you continued to work during the year following the date you incurred your disability.

Surviving Spouse

A spouse who

- ❑ was or is married to the Member at the time employment ceases
- ❑ is married to, and living with, the Member at the time of his or her death, and
- ❑ survives the Member.

Qualified Dependent Children

Any unmarried child under the age of eighteen (18), or over the age of eighteen (18) if physically or mentally incapacitated from engaging in gainful employment. Medical documentation must be provided to support the incapacitation.

Benefits

Where the cause of death does not arise out of and in the course of your employment:

If you have a Surviving Spouse: Your spouse will receive a survivor's allowance equal to twenty five (25%) of your earnings during your last twelve (12) months of employment, at full salary, payable monthly, until the surviving spouse's death or remarriage.

If you have qualified dependent children: The first such child shall receive a monthly survivor's allowance of one hundred dollars

(\$100.00). Each additional qualified dependent child shall receive a monthly survivor's allowance of fifty dollars (\$50.00). Payments will continue until the month in which the child reaches age 18 or, if the child is incapacitated, until death.

Maximum Survivor Benefits: The total annual payments for your surviving spouse and children cannot exceed 100% of your Survivor Annual Pay at the time of your death or retirement.

If you do not have a qualifying spouse or qualified dependent children: Your designated beneficiaries will receive a refund of the contributions you made to the MERF less any pension payments that were paid to you prior to your death.

Where the cause of death occurs from a cause arising out of and in the course of your employment: (as defined in the Workers' Compensation Act)

If you have a Surviving Spouse: Your spouse will receive a survivor's allowance equal to fifty (50%) of your Survivor Annual Pay at the time of your death, payable monthly, until the earlier of when he or she dies or remarries.

If you have qualified dependent children: Each of your qualified dependent children will receive a survivor's allowance equal to ten percent (10%) of your Survivor Annual Pay (increased to 15% if there is no surviving spouse).

Survivor allowances are paid to your surviving spouse if the children are in the spouse's care, otherwise they are paid to the child's guardian.

Maximum Benefits: The total annual survivor's allowances for your surviving spouse and qualified dependent children are limited to a maximum of seventy five (75%) of your Survivor Annual Pay. In addition the total annual survivor's allowance plus Worker's Compensation payments, if any, cannot exceed one hundred percent (100%) of your Final Average Pay at the time of your death.

If you do not have a qualifying spouse or qualified dependent children: Your designated beneficiaries will receive a refund of the contributions you made to the MERF less any pension payments that were paid to you prior to your death.

APPENDIX A

Sec 27-103 (Connecticut General Statutes). Definitions. (a) As used in the general statutes, except chapter 504, and except as otherwise provided: (1) "Armed forces" means the United States Army, Navy, Marine Corps, Coast Guard and Air Force and any reserve component thereof, including the Connecticut National Guard performing duty as provided in Title 32 of the United States Code; (2) "veteran" means any person honorably discharged from, or released under honorable conditions from active service in, the armed forces; (3) "service in time of war" means service of ninety or more days except, if the period of war lasted less than ninety days, "service in time of war" means service for the entire period of war, unless separated from service earlier because of a service-connected disability rated by the Veterans' Administration, during a period of war; and (4) "period of war" has the same meaning as provided in 38 USC 101, as amended, except that the "Vietnam Era" means the period beginning on February 28, 1961, and ending on July 1, 1975, in all cases; and "period of war" shall include service while engaged in combat or a combat support role in Lebanon, July 1, 1958, to November 1, 1958, or September 29, 1982, to March 30, 1984; Grenada, October 25, 1983, to December 15, 1983; Operation Earnest Will, involving the escort of Kuwaiti oil tankers flying the United States flag in the Persian Gulf, February 1, 1987, to July 23, 1987; and Panama, December 20, 1989, to January 31, 1990, and shall include service during such periods with the armed forces of any government associated with the United States.

(b) As used in this part, "home" means the Veterans' Home maintained by the state; "hospital" means any incorporated hospital or tuberculosis sanatorium in the state and any state chronic disease hospital, mental hospital or training school for the mentally retarded, "veteran" means any veteran who served in time of war, as defined in subsection (a) of this section, and who is a resident of this state, provided, if he was not a resident or resident alien of this state at the time of enlistment or induction into the armed forces, he shall have resided continuously in this state for at least two years; "eligible dependent" means any parent, wife or husband, or child of a veteran who has no adequate means of support; and "eligible family member" means any parent, brother or sister, wife or husband, or child or children under eighteen years of age, of any veteran whose cooperation in the program is integral to the treatment of the veteran.

38-USC 101 (Connecticut General Statutes). Definitions. (11) The term "period of war" means the Spanish-American War, the Mexican border period, World War I, World War II, the Korean conflict, the Vietnam era, the Persian Gulf War, and the period beginning on the date of any future declaration of war by the Congress and ending on the date prescribed by Presidential proclamation or concurrent resolution of the Congress.

38-USC 101 (Connecticut General Statutes). Definitions. (33) The term "Persian Gulf War" means the period beginning on August 2, 1990, and ending on the date thereafter prescribed by Presidential proclamation or by law.

As of February 2006

APPENDIX B

Section 2-437, Municipal Code, City of Hartford

Reinstatement after service.

(a). Except as otherwise provided in this division, any employee of the city who, since the passage of the Selective Training and Service Act of 1940, enlists in or is inducted into the land or naval forces of the federal government, including any branch of such forces, or who enters the service of the Red cross, or of the merchant marine of any allied nations, or the Federal Bureau of Investigation, shall be reinstated in his former position and duties, provided that he shall make application for reemployment within ninety (90) days after he receives a certificate of satisfactory service from the armed forces and, provided, further, that he is able and qualified to perform his duties in such position and there is work available for him to perform in such position.

(b). As to employees in the fire department who were substitute firefighters at the time of entering into the armed forces or other services, the chief of the fire department may waive any age limit requirement which might otherwise prevent such employee from appointment as a regular firefighter or reemployment in such department, in accordance with the provisions of this section. (Code 1977, Sec. 2-187)