

INTRODUCED BY ALDER WOMAN CLEMENTS

AN ORDINANCE AMENDING ORDINANCE NO. 3321 OF THE CITY OF BRENTWOOD, MISSOURI RELATING TO THE ESTABLISHMENT OF THE POLICE AND FIREMEN'S PENSION PLAN.

Be It Ordained by the Board of Alderman of the City of Brentwood, Missouri, as follows:

SECTION 1. That Ordinance No. 3321 of the City of Brentwood, Missouri, be and the same is hereby further amended by amending Ordinance 3321 to read as follows effective January 1, 1995.

1. Change Section 7.4 to read as follows:

7.4 Effective for Employees retiring on or after January 1, 1995, the monthly Normal Retirement Benefit shall be the sum of (i) sixty-five percent of Final Compensation, plus (ii) the product of one percent of Final Compensation, multiplied by Years of Service in excess of twenty, but not to exceed ten additional Years of Service. The monthly Normal Retirement Benefits of an Employee who terminates employment with the Police or Fire Department prior to January 1, 1995 shall be governed by the ordinances in effect at the time of such termination.

2. Change Section 7.4 to read as follows:

7.5 Any Employee who terminates employment on or after January 1, 1995 for a reason other than Permanent Disability or death, voluntarily or involuntarily, with the Police or Fire Department before attaining Normal Retirement Age, but after completing ten Years of Service, shall, upon attainment of Normal Retirement Age and the filing of an application that is accepted by the Board of Trustees, be paid monthly, a Deferred Vested Retirement Benefit equal to the sum of (i) the product of three and one-quarter percent of Final Compensation multiplied by Years of Service, but not to exceed twenty Years of Service, plus (ii) the product of one percent of Final Compensation, multiplied by Years of Service in excess of twenty, but not to exceed ten additional Years of Service. The Deferred Vested Retirement Benefit of an Employee, who terminates employment prior to January 1, 1995 with the Police or Fire Department before attaining Normal Retirement, shall be determined by the ordinances in effect at the time of such termination.

3. Change Section 8.1 to read as follows:

8.1 Any Employee who shall become Permanently Disabled, at any time prior to attaining Normal Retirement Age, from injuries or disease sustained or incurred at some definite time and place

while performing his duties as a Fireman or Police Officer for which he is compensated by the City, excluding an illness contracted or injuries sustained or incurred while on military leave of absence or self-inflicted injuries or illness, shall be paid monthly for the duration of such Permanent Disability out of the Fund a sum equal to sixty percent of the Employee's Final Compensation. No additional benefits shall be paid to a Permanently Disabled Employee for the Spouse of such Employee. A Permanently Disabled Employee within the meaning of this Section 8.1 shall be entitled to an additional sum for each Dependent Child, up to a maximum of three Dependent Children, of ten percent of the Employee's Final Compensation.

4. Change Section 8.3 to read as follows:

8.3 If any Employee, having five or more Years of Service but less than ten Years of Service, who shall, before becoming eligible for a Normal Retirement Benefit under Article VII, become Permanently Disabled from illness or injuries sustained or incurred while not in the performance of his duties as a Fireman or Police Officer for which he is compensated by the City, excluding illness contracted or injuries sustained while on military leave or absence, self-inflicted injuries, or an injury in any employment other than performing his duties as a Fireman or Police Officer for which is he compensated by the City, shall be paid monthly for the duration of such Permanent Disability out of the Fund a sum equal to thirty percent of the Employee's Final Compensation. No additional benefits shall be paid to a Permanently Disabled Employee for the Spouse of such Employee. A Permanently Disabled Employee within the meaning of this Section 8.3 shall be entitled to an additional sum for each Dependent Child, up to a maximum of three Dependent Children, of five percent of the Employee's Final Compensation.

5. Change Section 8.8 to read as follows:

8.8 The Medical Board shall consist of three physicians and/or medical experts appointed by the Board of Trustees. The Medical Board shall make all examinations required under the Plan. Fees for such examinations, of an Employee who initially applies for Disability benefits, shall be paid from the Fund. Fees for such examinations of an Employee, who applies for Disability benefits, whose claim therefore is denied by the Board of Trustees and who reapplies for Disability benefits, shall be paid by the Employee and not from the Fund. In this event, the Employee shall pay the cost of any examination to the Fund before any such examination is performed. Provided, however, in the case of a reapplication for Disability benefits which, in the discretion of the Board of Trustees, is allegedly attributable to an injury or sickness which is different from the injury or sickness upon which the Employee's initial application for Disability benefits was based, the fees for examinations relating to such subsequent claim shall be paid from the Fund.

6. Change Section 9.1 to read as follows:

9.1 If an active Employee of the Fire or Police Department dies as a result of bodily injuries or disease sustained or incurred at some definite time and place while performing his duties as a Fireman or Police Officer for which he is compensated by the City, his surviving Spouse, if any, shall be paid a monthly benefit until such Spouse dies or remarries in an amount equal to forty percent of the Employee's Final Compensation. Additional monthly benefits shall be paid to each of the deceased Employee's Dependent Children, up to a maximum of three Dependent Children, in an amount equal to ten percent of the Employee's Final Compensation. The death benefits of an Employee dying prior to January 1, 1995 shall be determined in accordance with the ordinances at the time of his death.

7. Change Section 9.2 to read as follows:

9.2 If an active Employee with five or more Years of Service dies on or after January 1, 1995 as a result of causes incurred or sustained while not performing his duties as a Fireman or Police Officer for which he is compensated by the City, excluding death as a result of injuries incurred or sustained while on military leave of absence or injuries sustained in any employment other than performing his duties as a Fireman or Police Officer for which he is compensated by City, his surviving Spouse, if any, shall be paid monthly benefits until such Spouse dies or remarries, in an amount equal to thirty-three and a third percent of the amount the deceased Employee would have received if such Employee had been eligible to retire with the number of Years of Service with which he had been credited on his date of death. Additional monthly benefits should be paid to each of the deceased Employee's Dependent Children, up to a maximum of three Dependent Children, in the amount equal to five percent of the Employee's Final Compensation.

8. Change Section 9.3 to read as follows:

9.3 If an Employee of the Police or Fire Department, after having retired in accordance with 7.1 or who is receiving a benefit pursuant to Section 7.5, dies, his Spouse shall be entitled to a monthly benefit until the Spouse dies or remarries in an amount equal to sixty-six and two-thirds percent of the amount of monthly benefits the deceased Employee received or was entitled to receive under Sections 7.4 or 7.5 before death. Additional monthly benefits shall be paid to each of the deceased Employee's Dependent Children, up to a maximum of three Dependent Children, in an amount equal to ten percent of the Employee's Final Compensation. The death benefits of an Employee dying prior to January 1, 1995 shall be determined in accordance with the ordinances in effect at the time of his death.

9.4 If an Employee of the Police or Fire Department, after having been retired in accordance with Sections 8.1 or 8.2, dies on or after January 1, 1993 after sustaining or incurring the injury or disease which resulted in his retirement while he is Permanently Disabled, his surviving Spouse shall be entitled, until such Spouse dies or remarries, to a monthly benefit in an amount equal to forty percent of the Employee's Final Compensation. There shall be paid additional monthly benefits for each of the deceased Employee's Dependent Children, up to a maximum of three Dependent Children, in the amount of ten percent of the Employee's Final Compensation. The death benefits of an Employee dying prior to January 1, 1995 shall be determined in accordance with the ordinances in effect at the time of his death.

PASSED BY THE BOARD OF ALDERMAN THIS 17th DAY OF JULY, 1995.
APPROVED BY THE MAYOR THIS 17th DAY OF JULY, 1995.

ATTEST:

Mark E. Kurtz/ss

Mark Kurtz, Mayor and President of
the Board of Aldermen

Lorraine W. Krewson/ss

Lorraine W. Krewson
Deputy City Clerk

1st Reading July 17, 1995
2nd Reading July 17, 1995

ARMSTRONG, TEASDALE, SCHLAFLY & DAVIS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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KANSAS CITY, MISSOURI
BELLEVILLE, ILLINOIS
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July 5, 1995

Hon. Mark Kurtz, Mayor
City of Brentwood
2348 Brentwood Blvd.
Brentwood, MO 63144

Re: Police and Fire Pension

Dear Mark:

Enclosed is the ordinance I was asked to modify at the June 21, 1995 meeting. The revised ordinance makes the following changes in the Plan:

1. Deletes the reference to Police Officer and Fireman Grade 2 in Sections 7.4, 7.5, 8.1, 8.3, 9.1, 9.2, 9.3 and 9.4.
2. Changes Section 8.1 to provide that there is no line of duty disability benefit resulting from illness or injury incurred while on military leave or resulting from a self inflicted injury or illness. This differs from the non-line of duty disability provisions which also excludes any illness or injury incurred or contracted while in the employment of an employer other than the city of Brentwood.
3. Changes Section 8.8 to provide that the Plan will pay the medical examination expenses for an initial claim for disability benefits but will not pay such expenses for a subsequent claim or claims. I also provided that the Plan will pay these expenses if a subsequent claim or claims is or are related to a different injury or sickness than the injury or sickness upon which the initial claim is based.
4. Changes Section 9.2., the non-duty death provision, to delete the suicide exclusion. Section 9.1, the duty death provision, does not have a suicide exclusion and this section has not been modified in this respect.

ARMSTRONG, TEASDALE, SCHLAFLY & DAVIS

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Also included is an explanation of the changes to be distributed to participants once the ordinance is adopted.

Please do not hesitate to call if you have questions. If you wish, I will stop by City Hall some morning to discuss the changes with you and anyone else who is interested.

Sincerely,



Larry M. Sewell

LMS/jam
Enclosures

cc: Chief William Karabas
Captain Robert Kurtz

SUMMARY OF MATERIAL MODIFICATION
OF THE
CITY OF BRENTWOOD POLICE AND FIREMEN'S PENSION PLAN

The following changes have been made in the Plan effective January 1, 1995.

- . . . The line of duty disability provisions have been clarified to provide that benefits are not payable with respect to a disability attributable to a self inflicted illness or injury or an injury or illness incurred while on military leave.
- . . . The non-line of duty death provision has been modified to provide that there is no exclusion for death resulting from a suicide.
- . . . In the case of an application for disability benefits, the Plan pays the cost of medical examinations necessary to determine if a disability exists. If an application for disability is denied and the participant reapplies for benefits, the participant must pay the cost of any medical examinations performed in connection with the subsequent application if it relates to the same injury or illness that was involved in the initial application.