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## **SUMMARY PLAN DESCRIPTION**

The following summary is a brief description of the City of Orlando Police Officer Pension Plan, which is a Special Act of the Florida Legislature and codified in Chapter 12 of the City of Orlando Charter. Please keep in mind that this Summary Plan Description is a summary only and it is not meant to interpret, extend, or change the provisions of the Police Officer Pension Plan.

This Summary Plan Description may be changed from time to time. If there are any conflicts between the information contained in this Summary Plan Description and the actual provisions of the Police Officer Pension Plan, the Plan will govern. The Plan is administered in accordance with state and federal laws. A copy of the Special Act that governs the Police Officer Pension Plan can be obtained from the Pension Coordinator (Office of Business and Financial Services), the City Clerk's office or from [www.municode.com](http://www.municode.com).

## **HISTORY**

In 1943, a group of concerned police officers sponsored pension legislation in Tallahassee, which later became law (Special Act) and the beginning of the Orlando Police Pension Fund. In 1943, the mandatory retirement age was sixty (60) and the maximum pension benefit was One Hundred Twenty-Five Dollars (\$125) per month.

In 1975, the pension law progressed to a point where the police officer could retire after twenty (20) years of service at age forty-seven (47) with a monthly benefit of sixty percent (60%) of average monthly eligible earnings for the last three (3) years of service.

In 1988, the Special Act was amended to provide for retirement and immediate receipt of benefits after twenty (20) years of service, regardless of age. If an officer had twenty-five (25) years of service, the officer was entitled to a monthly benefit of eighty percent (80%) of average monthly eligible earnings for the last three (3) years' service.

In 1995, a Cost-of-Living Increase (C.O.L.A.) was added to the plan which provides for a two percent (2%) per year adjustment beginning at age fifty-five (55) for an officer who retires with twenty (20) or more years of service or who incurs a line of duty disability after July 1, 1995.

In 2003, the Plan was enhanced to provide seventy percent (70%) of average earnings after completion of twenty (20) years of service and also added a Deferred Retirement Option Plan (DROP) provision that provided a Back DROP for up to three years.

## **LEGAL REFERENCE**

A Special Act of the Florida Legislature (Chapter 95-482, Laws of Florida, 1995), as may be amended from time to time, constitutes the police pension fund, as well as certain requirements as set forth in Chapter 185 of the Florida State Statutes and other general laws. This Special Act has been codified and can be found in Chapter 12 of the City Charter. For the exact language of the law governing the pension program, please refer to Chapter 12.

## **BOARD OF TRUSTEES**

The Orlando Police Pension Board of Trustees is composed of five (5) trustees as follows: two (2) City residents appointed by the Mayor and confirmed by the City Council, two (2) police officers elected by a majority of the police officers who are members of the plan, and a fifth member chosen by a majority of the other four (4) trustees and administratively appointed by the Orlando City Council. Each trustee serves for a term of two (2) years. By a majority vote, the trustees elect from their members a Chairman, Vice-Chairman, and a Secretary.

## **PARTICIPANTS**

### **WHO IS A PARTICIPANT OR MEMBER OF THE PLAN?**

Once hired as a sworn member of the Orlando Police Department on a permanent full-time basis, regardless of duty assignment you are a mandatory participant of the Pension Plan.

## **CONTRIBUTIONS**

### **WHERE DO CONTRIBUTIONS TO THE ORLANDO POLICE PENSION FUND COME FROM?**

- City of Orlando Funds
- Members' Contributions
- State Funds under Chapter 185, Florida Statutes
- Return on Investments

## **HOW IS THE EMPLOYER'S CONTRIBUTION DETERMINED?**

The employer's contribution to the Pension Fund is determined through annual actuarial studies prepared by the Board's actuary and reviewed by the Florida State Division of Retirement.

## **HOW IS THE EMPLOYEE'S CONTRIBUTION DETERMINED?**

The employee contribution towards benefits is determined through bargaining negotiations and incorporated by periodic contract. Each member of the Department could pay into the fund up to thirteen percent (13%) of the officer's salary each month; however, if the Board of Trustees finds the thirteen percent (13%) is unnecessary for the operation of the system under its terms and provisions, they may, by majority vote, reduce the thirteen percent (13%) to a lesser percentage as is deemed reasonably necessary. The total employee contribution for bargaining unit officers as of July 1, 2003 is 8.47%, which is deducted from each paycheck. Of the 8.47%, 0.4% represents the 1998 removal of the age 47 requirement for normal retirement, and 3.33% is to provide for Cost of Living Allowance (COLA) as approved by the Florida State Legislature effective July 1, 1995. Effective July 1, 2003, the Legislature approved the addition of a Deferred Retirement Option Plan (DROP) and increased the normal retirement benefit after 20 years of credited service to 70% of average monthly salary from 60% at an incremental cost of 2.74%. The remaining 2% of the employee contribution is included in the terms of the collective bargaining agreement between the Union and the City. Non-bargaining members contribute 7.47% as of July 1, 2003.

## **WHAT IS INCLUDED IN THE DEFINITION OF "SALARY"?**

Salary includes base pay, differential pay, longevity pay, working out of classification pay, educational incentive pay, and career development pay. Salary does not include line-up time pay, overtime pay, education advancement pay, firearms qualification pay or any other form of compensation not specifically included above.

## **WHAT IS THE DEFINITION OF YEAR OF SERVICE?**

For purposes of benefit calculations "year of service" shall include both full and fractional years of service, calculated on the appropriate fractional basis. In no event shall a member be credited with more than 1 year of service for all service performed during a plan year.

## **DO EMPLOYEE CONTRIBUTIONS CONTINUE TO BE DEDUCTED FOR THE PENSION FUND AFTER THAT MEMBER BEGINS TO DRAW A PENSION?**

No.

## **REFUND OF CONTRIBUTIONS**

### **DOES THE PENSION PLAN REFUND EMPLOYEE CONTRIBUTIONS UPON TERMINATION OF EMPLOYMENT?**

Yes. Any member of the Department who is discharged or voluntarily separates, and who is not eligible to retire or to elect vesting of rights (or is eligible to elect vesting of rights, but chooses not to do so), is entitled to a refund of all of the employee's contributions deducted from salary. No interest is paid on the member's contributions that are refunded.

Members leaving the Department with less than ten (10) years of credited service are entitled to a refund of their own contributions without interest. Members leaving the Department with more than ten (10) years of credited service who choose not to vest (or retire, if eligible) are likewise entitled to a refund of their own contributions without interest. The member forfeits any rights to any and all other contributions made to the fund and any earnings thereon.

If a member with more than ten (10) but less than twenty (20) years of credited service leaves the Department and elects to vest and receive a pension beginning at age forty-seven (47), said member would not be entitled to receive either the C.O.L.A. benefit or a return of the member's C.O.L.A. contribution.

If a member with less than twenty (20) years of credited service dies not in line of duty, a surviving spouse would be entitled only to a return of the member's contributions without interest. Death of a member in line of duty would result in a C.O.L.A. benefit when the deceased would have attained age fifty-five (55) payable to the surviving spouse.

If a retired member who is receiving the C.O.L.A. benefit dies, the regular pension of seventy-five percent (75%) including the C.O.L.A. will be paid to the surviving spouse.

## **VESTING OF RIGHTS**

### **WHEN AM I CONSIDERED "VESTED"?**

A member with less than ten (10) years of credited service is not vested in a pension, but is entitled to a refund of the member's own contributions without interest.

A member of the Department who has been in continuous active service for more than ten (10) years but less than twenty (20) years, and is discharged or voluntarily separates from the Department, may make an irrevocable election to receive a monthly pension beginning at age forty-seven (47) years. This election must be delivered, in writing, to the Board of Trustees (by giving notice to Employee Benefits) within thirty (30) days after separation or discharge.

If this member is over forty-seven (47) at the time of separation and in continuous active service for more than ten (10) years but less than twenty (20) years, and elects within the aforementioned thirty (30) days to receive a monthly pension, the pension benefit shall begin at the date of separation. The amount of pension received shall generally be determined by computing the member's average monthly salary for the member's last three (3) years of service. "Average monthly salary" means one thirty-sixth of the total amount of salary paid a member for the member's last 3 years of credited service, or by one sixtieth of the total salary paid a member for the member's 5 best years of the last 10 years of service, whichever is greater. If the member does not have 3 years of credited service, average monthly salary is the aggregate amount of salary paid the member for the member's total period of credited service divided by the member's total period of credited service. The member shall receive, each month, two percent (2%) of the average monthly salary for each year of service up to but not including twenty (20) years.

### **NORMAL RETIREMENT**

#### **WHAT IS THE MINIMUM SERVICE REQUIREMENT FOR NORMAL RETIREMENT?**

Any member of the Department may retire after twenty (20) years of continuous active service, and be paid a pension in the amount equal to seventy percent (70%) of the member's average monthly salary for the last three (3) years of service or by computing the member's average monthly salary for the five (5) best years of the last ten (10) years of service, whichever amount is greater.

#### **IF A MEMBER OF THE DEPARTMENT HAS MORE THAN TWENTY (20) YEARS OF SERVICE, DOES THE MEMBER GET CREDIT FOR THOSE YEARS?**

Yes. A member of the Department who retires with more than twenty (20) years of continuous active service shall receive, in addition to the basic seventy percent (70%) pension, two percent (2%) for each year over twenty (20) years, up to five (5) additional years of service, for a maximum of eighty percent (80%). For service over twenty-five (25) years, the member receives a maximum of eighty percent (80%). (Example: **If a member had twenty-five (25) years of service, the member would be eligible to retire with a monthly pension benefit of eighty percent (80%) of the member's average monthly salary for the last three (3) years of service or the five (5) best of the last ten (10) years of service, whichever is greater.**)

## **TIMING OF BENEFIT PAYMENTS**

Any retirement under this plan, whether for service or disability, shall be effective the first day of the month following the last day the member is in an active pay status prior to retiring (or effective date of retirement for a backdrop participant). Benefit payments are paid in arrears on a monthly basis as a direct deposit to the member's bank by the end of the month for which the benefit was payable.

## **DEFERRED RETIREMENT OPTION PLAN (DROP)**

### **IS THERE A DEFERRED RETIREMENT OPTION PLAN (DROP)?**

Yes. Effective July 1, 2003, the BACK DROP Retirement Option Plan, hereinafter referred to as the "BACK DROP", allows any eligible member who has elected to participate in the BACK DROP, to receive a lump-sum payment or other payment, in addition to a monthly pension, upon termination of employment. No benefits shall be paid under this section unless the BACK DROP participant has terminated employment.

### **HOW DOES A MEMBER BECOME ELIGIBLE FOR A BACK DROP?**

Any member who is an employee of the police department on July 1, 2003 or initially becomes employed after July 1, 2003, may elect to participate in the BACK DROP following the date upon which the member completes twenty one (21) years of credited service as a full-time police officer with the City of Orlando and is eligible for a service retirement pension. A member may participate in the BACK DROP only once.

### **WHAT ARE THE BENEFITS PAYABLE UNDER THE BACK DROP?**

Under a BACK DROP, an eligible member may retire with a retroactive date of retirement. A member may not select a retroactive retirement date earlier than the date upon which the member first became eligible for a service retirement pension, and in no event shall the retroactive date of retirement be more than 36 months prior to the date of BACK DROP election. The monthly service retirement pension shall be determined as of the retroactive retirement date. The member shall then be credited with an account balance in a BACK DROP that is equal to the amount the member would have received during the BACK DROP period had the member received a regular service retirement pension on the retroactive retirement date. Upon termination of employment, the BACK DROP participant shall receive or transfer the balance of this BACK DROP account, and shall begin to receive the monthly service retirement pension adjusted to reflect the retroactive retirement date.

## **HOW DO YOU APPLY FOR THE BACK DROP?**

A member needs to complete the following forms, which are available from Employee Benefits in City Hall:

- Memorandum for Application for Retirement to the Police Chief or Deputy Police Chief and this must be returned to Employee Benefits (sixty days prior to the Police Officers' retirement/termination date or there may be a delay in payment of benefits);
- Distribution of Accumulated DROP Funds Form;
- DROP Disclosure Statement form;
- DROP Election Form;
- Designation of Beneficiary or Beneficiaries for Accumulated DROP Benefits Form;

## **COST-OF-LIVING**

### **DOES THE PENSION PLAN PROVIDE FOR A COST-OF-LIVING ADJUSTMENT (C.O.L.A.)?**

Yes. Any member of the Department who retires with twenty (20) or more years of credited service, or who retires on a line-of-duty disability, receives an annual cost-of-living (C.O.L.A.) increase of two percent (2%) per year beginning at age fifty-five (55).

## **DISABILITY RETIREMENT**

### **IF A DISABILITY IS INCURRED WHILE ACTING IN THE LINE OF DUTY, DOES THE PENSION PLAN PROVIDE FOR A DISABILITY PENSION?**

Yes. Any active member of the Department who becomes permanently and totally disabled if the disability is directly caused by and attributable to the performance of duty as a member of the Department shall be entitled to a monthly pension computed as though said member had completed a full twenty-five (25) years of credited service (i.e., eighty percent (80%), possibly subject to certain offsets if the member also receives workers' compensation payments. However, the offset will not operate to reduce the total of workers' compensation payments and pension plan payments below 100 percent (100%) of the pensionable salary earned by the retiree on his or her last day of work for the Orlando Police Department.

**IF A DISABILITY IS INCURRED WHILE NOT ACTING IN THE LINE OF DUTY, DOES THE PENSION PLAN PROVIDE FOR A DISABILITY PENSION?**

Yes. Any active member who becomes permanently and totally disabled, if said disability was not directly caused by and attributable to the performance of duties as a member of the Department, nor caused by the member's own imprudence, shall be entitled to a monthly pension as follows:

- (a) A member with less than ten (10) full years of active service at the time of disability is entitled to receive an amount equal to three percent (3%) of his/her average monthly salary for each full year of active service.
- (b) A member with ten (10) full years or more of active service at the time of disability is entitled to receive an amount equal to four percent (4%) of his/her average monthly salary for each full year of active service.

In no event will a monthly pension for non-duty related disability exceed sixty percent (60%) of the member's average monthly salary except where the member has more than twenty (20) full years of active service, in which case the member is entitled to receive a pension calculated in the same manner as for normal service retirement seventy percent (70%) plus two percent (2%) per year of service over twenty (20) up to a maximum of eighty percent (80%).

NOTE: For both line of duty and non-line of duty disability pensions, the phrase "permanently and totally disabled" shall be construed to mean and include the loss of one or more limbs, loss of sight in one or both eyes, loss of hearing in one or both ears, and any other condition which renders the member unfit to perform the required duties of the member's rank held at the time of impairment.

**PRE-EXISTING CONDITION**

**WILL A DISABILITY PENSION BE DENIED FOR AGGRAVATION OF A PRE-EXISTING MEDICAL CONDITION?**

Yes. A member of the Department shall not be entitled to a disability pension, whether in line of duty or not in line of duty, because of/or due to the aggravation of a specific injury, impairment, or other medical condition existing at the time of employment with the Department. This provision will not preclude a disability pension if the member, after employment with the Department, suffers an injury, impairment, or other medical condition different than the injury, impairment, or other medical condition, which existed at or prior to such employment.

## **SURVIVOR BENEFITS**

Upon the death of a member, a widow or widower and surviving children may be entitled to pension benefits. To be entitled to benefits, a widow or widower must have been the lawful wife or husband of the deceased member at the time the member was placed on a pension and at the time of death. Any benefits paid to surviving children cease when/if a child dies, becomes self-supporting, marries, or reaches the age of 18 years.

### **DOES THE PENSION PLAN PROVIDE ANY BENEFITS TO A WIDOW OR WIDOWER AND/OR CHILDREN OF A MEMBER WHO DIES IN THE LINE OF DUTY PRIOR TO RETIREMENT?**

Yes. If any active member dies while in the performance of duties as a member of the Department, a widow or widower shall be entitled, for the remainder of such survivor's natural life, to a monthly pension of seventy-five percent (75%) of the sum of money which the member would have been entitled to elect as a monthly pension for twenty-five (25) years of service (in other words, seventy-five percent (75%) of the eighty percent (80%) amount).

If there are surviving children under the age of eighteen (18) years, twenty-five percent (25%) of the seventy-five percent (75%) will be paid for support for such children. When the children reach the age of eighteen (18) years, their portion would go back to the widow or widower who would then receive the full seventy-five percent (75%).

### **DOES THE WIDOW OR WIDOWER AND/OR CHILDREN OF A MEMBER WHO DIES NOT IN THE LINE OF DUTY RECEIVE ANY BENEFITS PRIOR TO RETIREMENT?**

Yes. If a member having at least ten (10) years of continuous active service should die as a result of something unrelated to police duties, the widow or widower would receive sixty-five percent (65%) of what the benefit for non-duty related disability would have been.

Under the provisions of the pension plan, the non-duty related benefit for disability of a member with ten (10) or more years of service is a pension equal to four percent (4%) of the average monthly salary for each full year of active service. This benefit cannot exceed sixty percent (60%) of the member's average monthly salary.

### **DOES THE PENSION PLAN PROVIDE ANY BENEFITS TO THE WIDOW OR WIDOWER AND/OR CHILDREN OF A MEMBER WHO DIES AFTER RETIREMENT?**

#### **Normal Service Retirement Or Line Of Duty Disability Pension**

Yes. Upon the death of any member who has retired and is receiving a Normal

Service or Line of Duty disability pension, the widow or widower shall be entitled to be paid for the remainder of such survivor's natural life a monthly pension in an amount equal to seventy-five percent (75%) of that being received by the deceased member. If a retired member who is receiving the C.O.L.A. benefit dies, the surviving spouse's benefit will also increase annually for the C.O.L.A.

If there are surviving children under the age of eighteen (18) years, twenty-five percent (25%) of the seventy-five percent (75%) will be paid for support of such children. When the children reach the age of eighteen (18) years, their portion would go back to the widow or widower who would then receive the full seventy-five percent (75%).

### **Non-Line of Duty Disability Pension**

In the event of the death of such a member drawing a Non-Line of Duty disability pension, the widow or widower would receive, for the remainder of such survivor's natural life, a monthly pension amounting to sixty-five percent (65%) of what the member had been receiving.

If there are surviving children under eighteen (18) years of age, twenty-five percent (25%) of such survivor's pension shall be designated for their support. When the children attain the age of eighteen (18) years, their portion would go back to the widow or widower who would then receive the full sixty-five percent (65%).

NOTE: Any pension being paid to a widow or widower ceases upon remarriage except that such pension will not cease if the member was killed in the line of duty.

### **BENEFICIARY**

#### **DOES THE PENSION PLAN PROVIDE FOR DESIGNATION OF A BENEFICIARY BY AN UNMARRIED MEMBER?**

Yes, in limited circumstances for a refund of the member's contributions. A member of the Plan may designate anyone as a beneficiary to receive a refund of the member's total contributions (without interest) upon the death of such member. However, only a qualifying spouse may receive benefits beyond a refund of contributions.

The designation of a beneficiary is only effective if, at time of death, the Police Officer:

- 1) has no spouse,
- 2) has no dependent child under the age of eighteen, or
- 3) has no dependent parent that the officer supports financially.

A beneficiary would receive the full amount of contributions the member paid into the fund (i.e., refund of member contributions, without interest). Should a single member marry, the beneficiary form is no longer effective. "Spouse" is defined as the one the member is married to at the time of the effective date of retirement (i.e., if member is single and marries after retirement, the spouse will not receive a pension benefit in the event of the retiree's death). If an unmarried retiree has previously designated a beneficiary but has received any pension/retirement monies, then the beneficiary designation is no longer effective.

**HOW DOES A MEMBER DESIGNATE A BENEFICIARY?**

A member of the Plan can designate a beneficiary by submitting such a designation, in writing, to Employee Benefits. It is the member's responsibility to keep such a designation current. A designated beneficiary may be changed, in writing, any time up to receipt of pension/retirement monies.

**PORTABILITY**

**CAN NEW EMPLOYEES CLAIM THEIR PREVIOUS EMPLOYMENT WITH ANOTHER PUBLIC EMPLOYER IN THE POLICE PENSION PLAN?**

No. The Special Act comprising the pension law makes no such provision.

**MILITARY SERVICE**

**CAN A MEMBER ESTABLISH CONTINUITY OF SERVICE AND BENEFITS WHILE ABSENT FROM DUTY BECAUSE OF INVOLUNTARY SERVICE IN THE MILITARY?**

Yes. A member shall be permitted to establish such continuity of service and continuity of benefits by making the required regular contributions into the pension fund while the member is absent from duty with the Department because of involuntary induction into the United States military forces on a full-time basis and provided the member returns to duty with the Department immediately following completion of such military service.

NOTE: Military service completed prior to employment with the Department does not count toward years of service for retirement from the Department.

**SOCIAL SECURITY**

**IS SOCIAL SECURITY COVERAGE PROVIDED FOR ALL MEMBERS OF THE PENSION PLAN?**

Yes. All Department members are covered by Social Security, which is an additional benefit.

**CONTINUITY OF SERVICE AND BENEFITS**

**CAN A MEMBER MAINTAIN CONTINUITY OF SERVICE AND BENEFITS WHILE ON AN APPROVED LEAVE OF ABSENCE?**

Yes. A member may establish such continuity by making the required regular contributions into the fund for the period the member was absent. This provision applies if the member is absent from duty:

- (1) Under a leave of absence because of illness, injury or other approved leave of absence.

**CAN PRIOR SERVICE BE RECREDITED IF THE MEMBER LEAVES THE DEPARTMENT BUT IS SUBSEQUENTLY REHIRED?**

Yes, under certain conditions. If the member is rehired, previous service can be credited and reinstatement in the pension program can be accomplished by repaying into the pension fund that amount of money that was refunded to the member at time of termination plus simple interest on that sum for the period of his absence. Repayment must be made to the Plan within the timeframe established by the Board of Trustees, but the member will have at least 90 days after re-employment to make such repayment. Also, a member may voluntarily leave his or her contributions in the pension fund for a period of five (5) years after leaving the employment of the police department, pending the possibility of being rehired by the same department, without losing credit for the time the member participated actively as a police officer. If the member is not re-employed as a police officer with the department within five (5) years, the member's contributions will be returned without interest.

**CAN CONTINUITY BE ESTABLISHED IF A MEMBER TRANSFERS TO THE OTHER ORLANDO "CIVIL SERVICE" DEPARTMENT?**

Yes. A member will be permitted to establish continuity of service and continuity of benefits by combining or tacking prior pension fund participation in the event of transfer from the Police Department to the Fire Department or from the Fire Department to the Police Department provided that the member has completed at least ten (10) years' participation in the pension fund of the last Department served (the one transferred to) prior to retirement.

## **RE-EMPLOYMENT WITH THE CITY AFTER RETIREMENT**

In the event a retired member becomes re-employed as a sworn member of the Orlando Police after the date of retirement, the member shall be reinstated as a participant in the pension plan and upon reinstatement shall be accorded all provided rights in the Plan, provided that the retiree will not receive or be entitled to any pension benefit payment during the period of reemployment. Upon subsequent termination of employment, said member will only be entitled to receive a recalculated pension payment based on total credited service and average monthly salary based on months of actual service, whether or not continuous, computed as provided in the plan.

Such a re-employed retiree may not, under any circumstances, be entitled to earn and draw a "second" pension from either the Police or Fire funds.

Such a re-employed retiree would, however, be eligible to earn and draw a pension from the "General Employee Retirement Plan" assuming the re-employment was in a position covered by that plan. Furthermore, a retired member may be re-employed immediately after retirement by any City Department other than Police Department or Fire Department and no forfeiture of pension will occur.

## **FORFEITURE OF RETIREMENT BENEFITS**

### **CAN A MEMBER EVER LOSE HIS RETIREMENT BENEFITS?**

Yes. Florida Statute §112.3173 governs the forfeiture of pension benefits of public officers and employees when convicted of certain specified offenses, which constitute a breach of the public trust. The statute provides that any public officer or employee who is convicted of a specified offense committed prior to retirement, or whose office or employment is terminated by reason of his or her admitted commission, aid, or abetment of a specified offense, shall forfeit all rights and benefits under any public retirement system of which he or she is a member, except for the return of his or her accumulated contributions as of the date of termination.

The Board shall follow the procedure outlined in Florida Statute §112.3173 regarding the initiation of forfeiture proceedings against members convicted of specified offenses.

When a member has filed a retirement application, and evidence has been brought to the Board's attention that the member has been charged with a specified offense, the Board **shall** vote at the next regularly scheduled meeting to defer acting on the retirement application until the criminal case is resolved. Should the member be convicted of a specified offense under the terms of Florida Statute 112.3173, the Board shall initiate forfeiture proceedings at that time. If the member is not convicted of a specified offense, the Board shall act on the retirement application of the member.

Benefits to members who have retired from employment are still subject to forfeiture if the specified offense is committed prior to retirement. The Board of Trustees shall make a determination on a case-by-case basis whether to initiate forfeiture proceedings based on the underlying individual circumstances of the particular case. If the retired member has been charged with a crime that constitutes a specified offense under the forfeiture statute, or charged with an offense that may fall under the catch-all provision of the forfeiture statute, and the retired member is already retired and receiving benefits, only those amounts that constitute employee contributions will continue to be paid. In this circumstance, payment of any amounts over and above the employee contribution shall be suspended pending the outcome of the criminal case and subsequent forfeiture proceeding, including any appellate proceedings. Should no forfeiture occur, the retired member shall be paid all sums withheld and normal monthly benefits will recommence.

### **CHANGE OF STATUS**

It is incumbent on each member to notify the Employee Benefits office on behalf of the Board of any change in status to include change in marital status, change of address, change in number of dependents, etc.

### **AUDIT AND ACTUARIAL VALUATION REPORTS**

#### **ARE AUDIT REPORTS OR VALUATIONS MADE OF THE RETIREMENT PLAN?**

Yes. They are made once a year by outside consultants to assess the financial stability and actuarial soundness of the system. Copies are available for review in the Office of Business and Financial Services, Pension Coordinator. Each member of the Board of Trustees also has a copy.

## **MISCELLANEOUS**

The City of Orlando Police Pension Plan is a governmental plan and, therefore not subject to Qualified Domestic Relations Orders (QDROs) under federal law to achieve an equitable distribution of marital assets. However, the Police Pension Plan is subject to Section 61.1301, Florida Statutes, entitled Income Deductions Orders. Section 61.1301 is currently limited to collection of alimony and child support and cannot currently be used to enforce direct payments of an equitable distribution of marital property to a former spouse. A divorced spouse will not be able to draw any part of the pension (as alimony or child support) until the officer retires and draws pension benefits. With respect to any property settlement agreement, the member shall be responsible for the direct payment of any monies, as the Plan does not authorize direct deduction and payment from pension benefits.

The City of Orlando may also offer certain benefits including health and life insurance upon retirement and information can be obtained from Employee Benefits on the 7<sup>th</sup> Floor, City Hall (telephone 407-246-3487).

## **RECORDS AND INFORMATION**

For information concerning the plan, contact the Office of Business and Financial Services, Pension Coordinator, 4th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801 (telephone: 407-246-2603) or a member of the Board of Trustees.