

**EMPLOYEES' PENSION PLAN**

**Chapter 6**

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[HISTORY: Adopted by the Borough Council of the Borough of Alburdis 12-26-84 as Ord. No. 234. Amendments noted where applicable.]

#### GENERAL REFERENCES

Police Pension Fund — See Ch. 18.

Salaries and compensation — See Ch. 27.

§ 6-1. Plan established.

Under the provisions of the Acts of the General Assembly of Pennsylvania, and any other statutes now or hereafter pertaining or applicable thereto, there is hereby established the Employees' Pension Plan of the Borough of Alburdis, hereinafter referred to as the "plan."

§ 6-2. Maintenance and regulation.

The plan is to be maintained by a charge against all full-time employees of the borough, except police employees, by payments made to the borough by the Commonwealth of Pennsylvania for the purpose of retirement or disability pensions for employees under any present or future law providing therefor, by appropriations thereto

as may be lawfully made by the borough, by gifts, grants, devises and bequests received by the plan and by receipts from investments of the plan. The plan shall be under the direction of the Borough Council under such regulations as it may from time to time, by ordinance or resolution, prescribe for the benefit of such employees of the borough as shall receive honorable discharge therefrom by reason of age and service or disability. All pensions as shall be allowed to those who are retired by reason of disability shall be in conformity with the uniform scale.

**§ 6-3. Retirement Board.**

The Employees' Pension Plan of the Borough of Alburdis created by this chapter shall be managed and administered and shall be vested in a Retirement Board of the borough which shall consist of three (3) members as follows:

- A. The President of the Borough Council shall be a member of the Retirement Board.
- B. The remaining members shall be appointed by Borough Council for three-year terms, commencing the first Monday in January and so staggered that the term of office of at least one (1) member, but not more than two (2) members shall expire each calendar year.
- C. The members of the existing Retirement Board established under prior ordinances shall continue in the office until the end of the term for which they were appointed; their successors shall be appointed as provided by this chapter.
- D. Any member of the Retirement Board may be removed by the Borough Council with cause or may resign by delivering his written resignation to the Secretary of Borough Council.
- E. The members of the Retirement Board must be legal residents of the Borough of Alburdis.
- F. The members of the Retirement Board shall elect a Secretary who may, but need not be, one of the members of the Retirement Board; may appoint from its number such committees with such powers as shall determine; and may adopt such

rules and regulations appropriate for the conduct of business of the Retirement Board subject to the approval thereof by Borough Council. The Retirement Board may, with the approval of Borough Council, or Borough Council may appoint a corporate fiduciary to act as trustee, to act under an appropriate agreement of trust to be prepared by the Borough Solicitor and approved by Borough Council.

**§ 6-4. Eligibility.**

All present members continue to be members of the plan. All future full-time regular employees of the borough, except police employees, shall become members of the plan on the anniversary date next following the completion of one (1) year of service and attainment of age twenty-one (21); provided, however, employment is prior to age fifty-five (55). Each such employee shall in writing authorize the borough to regularly deduct from his pay the amount of his contribution to the plan as provided hereby, designating a beneficiary or beneficiaries to whom payments shall be made in the event of such employee's death while an employee of the borough and while a member of the plan, and stipulate and agree that he shall be bound by the provisions of the law pertaining to the plan and of this chapter and of any future statute or ordinance pertaining thereto. Nothing in this section shall be construed to drop any present members of the plan. Eligible employees do not have the right to waive participation in the plan.

**§ 6-5. Duties of trustee. [Amended 2-8-89 by Ord. No. 262, approved 2-8-89]**

The Borough Treasurer shall forthwith remit to the trustee all funds received for the purposes of the plan or appropriated thereto by the borough, with a memorandum as to the source thereof, and shall secure its receipt therefor. The trustee shall receive the same and invest any funds not currently required for disbursement in the manner and in the kinds of securities permitted by the trust agreement. It shall pay benefits out of the plan only at such times, to such persons and in such amounts as may be certified to it by the

Secretary of the Retirement Board at the direction of the Retirement Board. The trustee shall annually submit to the Borough Council a detailed report of its administration of the plan, which reports, when so submitted, shall be open to inspection by any interested party. The trustee and Borough Council are empowered and directed to enter into additions and amendments to the Defined Benefit Pension Plan Joinder Agreement for the Borough of Alburtis' Non-Uniform Pension Plan as may be necessary or desirable to conform to changes in statutory law or administrative regulations pertaining to the administration of pension plans.

**§ 6-6. Gifts.**

The plan is hereby authorized to receive by gift, grant, devise or bequest any money or other property, real, personal or mixed, in trust for the benefit of the plan, and the care, management, investment and disposal of such trust funds or property shall be vested in the trustee having the management of the plan, and said trust funds or property shall be administered in accordance with the regulations governing the plan, subject to such directions not inconsistent therewith as the donors of such funds or property may prescribe.

**§ 6-7. Age and service requirements.**

Beginning on the first day of the month following the effective date of this chapter:

- A. An employee of the borough who has attained the age of sixty-five (65) years may retire on the first day of the month next after his 65th birthday or on the first day of any subsequent month thereafter, provided that such employee shall have completed ten (10) years of service. An employee who has not completed ten (10) years of service when he has attained the age of sixty-five (65) years may retire on the first day of the month next after the completion of ten (10) years of service, or on the first day of any month thereafter, or an employee whose normal retirement age will fall after his 65th birthday may elect to retire on his 65th birthday, or any subsequent

birthday, prior to his normal retirement age, on a pension fractionally reduced in an amount equivalent to the number of years of actual service at his age sixty-five (65) years bears to ten (10) years of service.

- B. An employee of the borough who has not attained the age of sixty-five (65), but who has attained the age of sixty-two (62) or more, may exercise an early retirement option provided that such employee shall at that time have completed ten (10) years of service.
- C. An employee may continue in the employment of the borough after obtaining his normal retirement date if the employee voluntarily agrees to such continued employment. Such continuing employee's retirement benefit will be paid to him upon his actual retirement and will be computed in accordance with § 6-8A.
- D. All benefits granted under the provisions of the employees' pension plan of the Borough of Alburdis shall be fully vested in a participating employee upon the completion of ten (10) years of continuous service with the borough. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]

**§ 6-8. Retirement benefits.**

Payments made under provisions of this chapter shall not be a charge on any other fund of the borough or under its control, save the plan hereby established. The basis for determining any pension payable under this chapter, upon the retirement of any employee of the borough meeting the service and age qualifications of this chapter, shall be derived from the employee's compensation, where such compensation is defined as regular basic remuneration, including overtime but excluding discretionary bonuses and all other forms of extra compensation, and shall be calculated as follows:

- A. The retirement benefit shall be in the form of a single life annuity in an amount equal to fifty percent (50%) of an employee's average annual compensation. "Average annual compensation" means the average of the five (5) highest years

of compensation of the ten-year period preceding an employee's actual retirement date. The actual retirement benefit will be payable in equal monthly installments beginning on a member's actual retirement date and continuing for the retired member's lifetime and ceasing with the full installment payable during the month of death. [Amended 2-8-89 by Ord. No. 262, approved 2-8-89]

- B. If an employee shall terminate his employment because he has become eligible to receive disability benefit under the Federal Old Age Survivors and Disability Insurance Act as amended effective November 1, 1960, the Retirement Board shall certify to the trustee, and the trustee shall begin to pay such disabled employee a disability benefit and shall continue to pay benefit until the federal benefit ceases. The disability benefit shall be of equivalent value to the normal retirement allowance based on the disabled employee's annual rate of compensation and his years of service at the time he becomes eligible to receive the disability benefit. The time during which any employee has obtained disability under the terms of this chapter shall not be counted toward future time for qualifying for regular pension payments after retirement.
- C. An employee of the borough who is entitled to elect an early retirement option under the provisions of § 6-7B above, and who files such an option in writing with the Retirement Board, shall receive an early retirement benefit in an amount equal to the normal retirement benefit he would have received at his normal retirement age subject to a reduction of five-ninths of one percent ( $\frac{5}{9}$  of 1%) for each month that his early retirement date precedes his normal retirement date.
- D. (Reserved)<sup>1</sup>

#### § 6-9. Death benefits.

The payment of death benefits to a beneficiary or beneficiaries designated by the employee and last filed with the Borough Council is

<sup>1</sup> Editor's Note: Former Subsection D, which provided the years of employment required to become fully vested and which was added 9-10-86 by Ord. No. 246, approved 9-10-86, was repealed 2-8-89 by Ord. No. 262, approved 2-8-89.

limited to the return of the vested interest attributable to the employees' contributions to the plan.

**§ 6-10. Employment of actuary; payments into plan; interest.**

- A. The Borough Council shall employ an actuary and fix his compensation and shall provide for the legal and administrative expenses of the plan. The actuary shall determine the present liability on account of pensions payable under this chapter to employees for service prior to the date of this establishment of the plan. The unfunded liability shall be paid entirely by the borough, provided that it may be funded over a period not exceeding twenty-five (25) years. The actuary shall determine the amount which shall be contributed annually to the plan for the service of employees subsequent to the establishment of the plan, known as "future service costs."
- B. The regular contribution of the borough shall be paid over to the trustee and shall consist each year of the amount required to fund all the benefits provided under this chapter according to the calculations of an independent pension consultant retained by the Retirement Board.
- C. Employees who are members of the plan shall pay into the plan at least monthly an amount equal to two percent (2%) of annual compensation. The remainder of the needed annual contribution, as determined by the actuary, shall be the obligation of the borough and shall be paid by it to the plan by annual appropriation. [Amended 2-8-89 by Ord. No. 262, approved 2-8-89]
- D. It shall be the duty of the Borough Council to apply all payments of the plan above enumerated in accordance with the provisions of this chapter.
- E. Interest on employee contributions shall be credited to participant's contributions at a rate of five and one-half percent (5½%) per annum, compound interest, or at such rate as is hereafter set by resolution of the Borough Council of Alburtis. [Amended 2-8-89 by Ord. No. 262, approved 2-8-89]



- F. Interest shall be computed at the end of each plan year, beginning September 30, 1985, and shall be credited to the contributor's account.
- G. Interest on employee contributions shall be computed for the full amount on deposit at the beginning of the plan year plus five and one-half percent (5½%) of the current year's total deposit divided by two (2) or at such other rate as set by resolution of Borough Council. [Amended 2-8-89 by Ord. No. 262, approved 2-8-89]
- H. Participants are not permitted to make voluntary contributions to the plan. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]

**§ 6-11. Refunds of employee contributions**

Any employee, other than police employees, who for any reason whatsoever shall be unable to receive a pension after having contributed any charge to the plan established pursuant to the provisions of this chapter shall be entitled to a refund of all such moneys paid by him into such plan within one (1) month after discontinuance of his employment in the borough without interest. If such discontinuance is due to death, such money shall be paid to his designated beneficiary or beneficiaries or, in the absence of such designation, to his personal representative.

**§ 6-12. Guarantee of share.**

No person participating in the plan established pursuant to the provisions of this chapter who becomes entitled to receive a benefit therefrom shall be deprived of his right to an equal share therein upon the basis upon which he first became entitled thereto.

**§ 6-13. Optional allowance.**

- A. An employee who is eligible for a retirement allowance as provided in § 6-7 above may, by written notice given to the

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Committee at any time prior to thirty (30) days before the date he actually retires, elect or revoke any election to convert his early, normal or deferred retirement allowance into the optional allowance described in § 6-13B and designate or revoke the designation of a contingent annuitant. Such contingent annuitant shall be limited to an employee's lawfully married spouse or dependent child.

- B. The amount of the optional allowance shall be a reduced retirement allowance which is of equivalent actuarial value to the early, normal or deferred retirement allowance as the case would otherwise be, in accordance with tables adopted by the Committee upon recommendation of the pension consultant who is retained by it. The allowance shall be a retirement allowance payable during an employee's life with the provision that after his death the same allowance shall be paid during the life of and to the contingent annuitant nominated by him by written designation filed with the trustee when the employee elected the option.
- C. Except as otherwise provided in Subsection D below, if an employee or his designated contingent annuitant dies before the employee's earliest retirement date his election of the optional retirement allowance shall be automatically revoked.
- D. If an employee is eligible for an early, normal or deferred retirement allowance and such employee has elected to receive a joint and survivor allowance in lieu of the retirement allowance to which he is otherwise eligible and such employee dies prior to his actual retirement date, the election of the optional retirement allowance shall remain effective and the contingent annuitant, if living, shall receive the optional allowance for life. If the contingent annuitant dies during such continuing employment and before the employee actually retires the election of the optional retirement allowance shall automatically be revoked.

**§ 6-14. Saving of benefits from legal attachment.**

Any payments herein provided for shall not be subject to attachment, execution, levy, garnishment or other legal process, and shall

be payable only to the employee or his designated beneficiary or beneficiaries, and shall not be subject to assignment or transfer.

**§ 6-15. Forfeitures.**

Any forfeitures occurring as a result of the termination of employment or in any other manner shall not be applied to increase the benefits that any employee would otherwise receive under the plan and said forfeitures shall be applied to reduce the borough's contribution in the then current or next succeeding year.

**§ 6-16. Employment not guaranteed for member.**

The establishment of the plan shall not be construed as conferring any legal rights upon any employee or other person to a continuation of employment nor shall it interfere with the rights of the borough to discharge any employee or to treat him without regard to the effect which such treatment might have upon him as a member of the plan.

**§ 6-17. Termination of plan.**

- A. The Borough Council may terminate the plan for any reason at any time. In case of termination of the plan or discontinuance of required contributions the funds of the plan shall be used for the exclusive benefit of members and contingent beneficiaries under the plan except that, if the borough, because of erroneous actuarial calculations, shall have contributed funds in excess of the amount required to satisfy all liabilities of the plan for benefits, then such excess shall be returned to the borough.
- B. Allocation of benefits.
  - (1) In the event of such termination or upon complete discontinuance of the borough's contributions, the Borough Council shall determine on the basis of actuarial valuation, where applicable, the share of the funds of the plan allocatable to each member:

- (a) Any benefits that employees have accrued to date of termination or discontinuance of the plan to the extent that these benefits are then funded or credited to their accounts shall be nonforfeitable and payable to them under provisions of Subsection B(2) to the extent not restricted by Subsection B(1)(b) hereof.
- (b) In the event that such benefits are not funded or credited on an individual basis, they shall be payable in the following order:
  - [1] Each retired member or his contingent beneficiary receiving a pension payment and each member not yet retired who has reached his normal retirement date shall be entitled to a share equal to the reserve computed to be required to provide his full benefits.
  - [2] If there are sufficient funds to provide the benefits under Subsection B(1)(b)[1] above, each member shall be entitled to a share equal to the reserve computed to be required to provide his accrued benefits, or, if funds are insufficient, to a share which has been reduced pro rata.
- (2) The Borough Council may require that all shares be withdrawn in cash or in immediate or deferred annuities or other periodic payments as it may determine.

**§ 6-18. Limitations on benefits.**

- A. Employees subject to limitation. Notwithstanding any provision in the plan to the contrary as of the date of the establishment of the plan, the benefits of each of the twenty-five (25) highest paid employees, including any such high paid employees who are not members of the plan at the time but may later become members whose anticipated annual retirement benefit provided by borough contributions will exceed one thousand five hundred dollars (\$1,500.) shall be subject to the limitation described below.

- B. Period of limitation. The limitation shall apply to the benefits of employees described in Subsection A above if:
- (1) The plan is terminated within ten (10) years after its establishment;
  - (2) The benefits of said employees become payable within ten (10) years after the date of the establishment of the plan; or
  - (3) The benefits of said employee become payable after the plan has been in effect for ten (10) years and the full current cost of the plan has not been funded at the end of the ten (10) year period, the limitation of benefits shall continue in effect until the full current costs are funded for the first time.
- C. The limitation. During the period of limitation, the benefits provided for employees described in Subsection A above shall be paid in full which have been provided by the Borough's contributions not exceeding the larger of the following amounts:
- (1) Twenty thousand dollars (\$20,000.); or
  - (2) An amount equal to twenty percent (20%) of the first fifty thousand dollars (\$50,000.) of a member's average annual compensation for the five (5) calendar years immediately preceding the payment of the benefit, multiplied by the number of years since the date of the establishment of the plan to the following dates:
    - (a) The date of termination of the plan; or
    - (b) In the case of an employee described in Subsection B(1), the date the benefit becomes payable if before the date of termination of the plan; or
    - (c) In the case of an employee described in Subsection B(2), the date of the failure to meet the full current cost of the plan.
  - (3) With respect to Subsection C(2)(a) and (b) above, the date of the failure to meet the full current cost of the plan shall be substituted for the date of the termination or the

date of the payment of the benefit in the event that such failure to pay such costs should occur prior to date of termination of payment.

D. Application of the limitation to specific benefits.

- (1) Benefits on termination of the plan.
  - (a) If the plan is terminated within the period of limitation, the termination benefits which any of the employees described in Subsection A of this section may receive from the borough's contribution shall not exceed the benefits set forth in Subsection C of this section.
  - (b) In the event of the termination of the plan, distribution to the unretired members other than employees described in Subsection A of this section shall include an equitable apportionment among such other members of all excess benefits purchased by the borough contributions for the employees described in Subsection A of this section in the manner following: to each such other member in the ratio that the reserve liability then attributable to him bears to the total reserve liability under the plan.
- (2) Termination of employment. If the member described in Subsection A of this section leaves the employ of the borough or withdraws from membership in the plan, the benefits which he may receive from the borough's contributions shall not at any time within the period of limitation exceed the benefits set forth in Subsection C herein.
- (3) Death benefits. The limitation shall not restrict the full payment of any insurance, death or survivors benefits on behalf of a member who dies while the plan is in full effect and its full current costs have been met.
- (4) These conditions shall not restrict the current payment of full retirement benefits called for by the plan for any retired member while the plan is in full effect and its full current costs have been met.

**§ 6-19. Voluntary contributions.**

- A. At any time after the effective date of the plan, a member may make a voluntary contribution under the plan, provided that a members' voluntary contributions in any year may not, together with all voluntary contributions made by that member in prior years, exceed ten percent (10%) of the aggregate basic compensation received by that member for all years that he has been a member under the plan, and provided further that at no time shall employer contributions or the benefits be geared to such contributions by members. The voluntary contributions of any member shall be fully vested (nonforfeitable) in the member at all times. The amount of a member's voluntary contributions plus any earnings credited to such contributions shall be payable at death, disability, retirement or termination of employment.
- B. A member may withdraw any voluntary contributions that he may have made under the plan. The exercise of this right by a member shall in no way affect his membership in the plan, past or future contributions by the employer on his behalf, or the basic benefits provided by any contributions of the employer. The amount of such member's voluntary contributions, excluding any earnings of the fund credited to a member's voluntary contributions shall be payable in a lump sum by the trustee within thirty (30) days following the member's election to withdraw such voluntary contributions. The earnings, including subsequent earnings, on such voluntary contributions that are withdrawn, shall be payable at the end of one (1) year from the date said voluntary contributions were withdrawn.
- C. Any member who withdraws the value of his account, and such member continues to be an employee of the employer, such member shall be ineligible for participation in the employees' voluntary contribution plan for a period of one (1) full year from the date of withdrawal.
- D. The voluntary contributions may be used to purchase an investment annuity, with investment decisions made by the member.

**§ 6-20. Administrative expenses.**

The expenses of administration of the plan established by this chapter, including the compensation of the actuary and the trustee of the plan, exclusive of the payment of retirement or disability benefits, shall be paid by the borough by appropriations made by the Borough Council, or by the trustee at the direction of the Borough Council.

**§ 6-21. Amendments.**

Insofar as the provisions of this chapter are the same as statutory provisions, they shall be subject to change or repeal to comply with any future statutory provisions, and the provisions of this chapter may be amended or repealed if statutory authority is granted therefor or if statutory restrictions or mandates are eliminated and discretion vested in the borough.

**§ 6-22. Effect on existing Retirement Board.**

The passage of this chapter and the repeal by it of any prior enabling ordinances relating to the establishment and regulation of an Employees' Pension Plan of the Borough of Alburkis, Lehigh County, Pennsylvania, shall not invalidate the Retirement Board of the borough created under such ordinances, nor shall it invalidate any actions of said Board taken under such ordinances. This chapter, in such respect, shall be deemed a continuation and codification of such prior enabling ordinances.

**§ 6-23. Definitions. [Amended 2-8-89 by Ord. No. 262, approved 2-8-89]**

For the purposes of this chapter, the following terms shall have the meanings indicated:

**ACCRUED BENEFIT** — As of any given date, the participant's projected monthly normal retirement benefit, determined in accordance with the formula provided under § 6-8A,



multiplied by a fraction, the numerator of which is the participant's years of credited service as of the date of determination and the denominator of which is the total years of credited service which would be credited to the participant as of his normal retirement date if his regular employment with the employer were to continue until such date.

**AMOUNT OF DISABILITY BENEFIT** — The amount of a participant's disability benefit equal to his accrued benefit determined as of the date when his employment terminates due to total and permanent disability. The amount shall be offset by the amount of social security disability payments received by the participant.

**AMOUNT OF EARLY RETIREMENT BENEFIT** — The early retirement benefit payable to a participant equal to a deferred benefit payable at normal retirement date equal to the participant's accrued benefit determined as of his early retirement date.

**COMPENSATION** — The total compensation paid to the employee by the employer within the plan year which is subject to tax under Section 3101(a) of the Internal Revenue Code without regard to the dollar limitation of Section 3121(a).

**EARLY RETIREMENT DATE** — The first of the month coincident with or next following his attainment of age sixty-two (62).

**ENTRY DATES** — The date upon which employees who have satisfied the plan's eligibility requirements may enter the plan is January 1 following completion of eligibility.

**NORMAL RETIREMENT AGE** — The date when the employee completes ten (10) years of service having already attained the age of sixty-five (65) years.

**TEMPORARY DISABILITY BENEFIT** — The disability benefit payable from the first of the month coincident with or immediately following the date when the participant's employment terminates due to total and permanent disability and continuing until the date of the participant's normal

retirement date, at which time such disability payments shall cease and the participant's retirement benefit, if any, shall thereupon become payable.

**TOTAL AND PERMANENT DISABILITY** — A condition of physical or mental impairment due to which a participant is unable to perform any and every duty of a gainful occupation for which he is reasonably fitted through training, education and experience, which continues for a period of at least six (6) months and will be permanent and continuous for the remainder of the participant's lifetime and due to which a participant is certified by the Social Security Administration as being eligible for social security disability benefits.

**YEAR OF CREDITED SERVICE** — Refers to a twelve-month period of continuous employment during which the participant completes one thousand (1,000) hours of service and makes any mandatory contributions which are required as a condition of participation hereunder.

**§ 6-24. Early retirement benefits. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

This plan will provide early retirement benefits to be determined as of the participant's early retirement date. That benefit shall be in an amount to be reduced by fifty-five hundredths percent (0.55%) for each month up to three (3) years.

**§ 6-25. Late retirement benefits. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

A participant who retires on a late retirement date shall be permitted to receive a pension based on the normal retirement benefit formula contained herein. Such late retirement benefit shall be equal to the participant's accrued benefit determined as of his late retirement date and reflecting compensation and service credited subsequent to his normal retirement date.

**§ 6-26. Disability benefits. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

This plan shall provide for disability benefits to those employees who have been determined to have a total and permanent disability as defined herein.

- A. A temporary disability benefit shall be payable from the first of the month coincident with or immediately following the date when the participant's employment terminates due to total and permanent disability and continuing until the date of the participant's normal retirement date, at which time such disability payments shall cease and the participant's retirement benefit, if any, shall thereupon become payable in accordance with the following rule: The normal retirement benefit shall be calculated in accordance with this chapter on the basis of the participant's years of credited service as of the date when his employment terminated due to total and permanent disability.
- B. The amount of a participant's disability benefit provided hereunder shall be equal to the participant's accrued benefit determined as of the date when his employment terminates due to total and permanent disability.
- C. The amount of a participant's disability benefit provided hereunder shall be offset by the amount of social security disability payments received by the participant.

**§ 6-27. Credit of service on reemployment. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

If any person is reemployed subsequent to receiving disability benefits, such participant shall be credited with years of service and years of credited service throughout the period of his total and permanent disability.

**§ 6-28. Preretirement death benefits. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

This plan shall not provide for any preretirement death benefits (excepting only a refund of employee contributions, if applicable).

**§ 6-29. Postretirement death benefits. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

The postretirement death benefit, if any, provided by this plan shall be limited to the form of benefit payment in force for such participant at the time his death occurs.

**§ 6-30. Optional forms of benefit payment. [Added 2-8-89 by Ord. No. 262, approved 2-8-89]**

If a participant elects not to receive his benefits in the normal form, he may elect to receive payment of his benefits in one (1) of the following optional forms:

- A. A contingent annuitant benefit of fifty percent (50%).
- B. A contingent annuitant benefit of sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ).
- C. A contingent annuitant benefit of one hundred percent (100%).
- D. A life annuity, with one hundred twenty (120) months certain.
- E. A single life annuity (the normal form).