





# Police & Firefighter Retirement Benefits



## PROPOSITION H

Shall the City increase retirement benefits for police and firefighters?

YES ←    
NO ←  

## Digest

by Ballot Simplification Committee

**THE WAY IT IS NOW:** City police and firefighters are members of the City's retirement system. Generally, police and firefighters can retire at age 50. Police and firefighters who retire at age 50 receive, for each year of service, 2 percent of the salary they earned at the time of retirement. Police and firefighters who retire at age 55 receive, for each year of service, 2.7 percent of the salary they earned at the time of retirement. The maximum retirement benefit police and firefighters may receive is 75 percent of their salary at the time of retirement.

**THE PROPOSAL:** Proposition H is a Charter amendment that would change the formula for police and firefighter retirement benefits. Police and firefighters who retire at age 50 would receive, for each year of service, 2.4 percent of the salary earned at the time

of retirement. Police and firefighters who retire at age 55 would receive, for each year of service, 3 percent of the salary earned at the time of retirement. The maximum retirement benefit police and firefighters could receive would be 90 percent of the salary at the time of retirement. Police and firefighters who retire before January 1, 2003 would not be eligible for this increase.

**A "YES" VOTE MEANS:** If you vote "Yes," you want to make these changes to police and firefighter retirement benefits.

**A "NO" VOTE MEANS:** If you vote "No," you do not want to make these changes to police and firefighter retirement benefits.

## Controller's Statement on "H"

City Controller Edward Harrington has issued the following statement on the fiscal impact of Proposition H:

Should the proposed amendment be adopted, in my opinion, the cost to the City and County would increase, as estimated by the Retirement System Actuary, by about \$28 million per year for the next 20 years, dropping after 20 years to an ongoing cost of approximately \$8.2 million per year.

However, no cash would be required since the City's Retirement System currently has a large surplus. While the cost of this proposal would reduce that surplus, the City nonetheless should not be required to make employer contributions to the Retirement System for at least the next ten years. The Amendment also provides that if the City is required to make employer contributions to the Retirement System, the City will negotiate a cost-sharing agreement with the police officers and firefighters to cover all or part of the cost of providing the additional retirement benefits through employee contributions.

## How Supervisors Voted on "H"

On July 8, 2002 the Board of Supervisors voted 11 to 0 to place Proposition H on the ballot.

The Supervisors voted as follows:

**Yes:** Supervisors Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick, Newsom, Peskin, Sandoval, and Yee.

**THIS MEASURE REQUIRES 50%+1 AFFIRMATIVE VOTES TO PASS.**

**ARGUMENTS FOR AND AGAINST THIS MEASURE IMMEDIATELY FOLLOW THIS PAGE. THE FULL TEXT BEGINS ON PAGE P-96. SOME OF THE WORDS USED IN THE BALLOT DIGEST ARE EXPLAINED ON PAGE P-3.**



# Police & Firefighter Retirement Benefits

## PROPONENT’S ARGUMENT IN FAVOR OF PROPOSITION H

To protect San Francisco we must make sure that our very best firefighters, police officers and paramedics can stay right here at home.

That's why we support Proposition H to help recruit and retain the most qualified public safety personnel.

The men and women of our public safety services risk their lives to protect us. That's why we need to protect them with common-sense measures like Proposition H. Right now, San Francisco offers some of the lowest retirement benefits in the state to firefighters, police officers and paramedics. As a result, the men and women who protect our families face intense pressure to take employment elsewhere - so they can protect their own families.

Proposition H is a way to address this problem.

Because of a multi-billion dollar surplus in our pension fund, there will be no cost to taxpayers for at least ten years, and probably much longer. As an added financial protection, Proposition H requires that if the retirement surplus is ever exhausted, the public safety officers would be required to enter into negotiations with the city to pay for the added benefit themselves.

This is a fiscally sound and fair plan that will protect our city. It makes sure we have the best trained personnel at work. Proposition H helps bring our public safety officers up to the state-wide average of retirement benefits. It will make a difference in the safety of our city.

Please join Senator Feinstein, Congresswoman Pelosi, and Supervisors Ammiano, Daly, Hall, Leno, Maxwell, McGoldrick, Newsom, Peskin, Sandoval and Yee in voting YES on Proposition H.

Keep our very best hard at work protecting us. Vote Yes on Proposition H!

*Senator Dianne Feinstein*

*Congresswoman Nancy Pelosi*

*Supervisors Tom Ammiano, Chris Daly, Tony Hall, Mark Leno, Sophie Maxwell, Jake McGoldrick, Gavin Newsom, Aaron Peskin, Gerardo Sandoval and Leland Yee*

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## REBUTTAL TO PROPONENT’S ARGUMENT IN FAVOR OF PROPOSITION H

**NO REBUTTAL TO PROPONENT’S ARGUMENT WAS SUBMITTED**

# Police & Firefighter Retirement Benefits

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## OPPONENT'S ARGUMENT AGAINST PROPOSITION H

**NO OPPONENT'S ARGUMENT WAS SUBMITTED**

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## REBUTTAL TO OPPONENT'S ARGUMENT AGAINST PROPOSITION H

**NO OPPONENT'S ARGUMENT WAS SUBMITTED**



# Police & Firefighter Retirement Benefits

## PAID ARGUMENTS IN FAVOR OF PROPOSITION H

**The SAN FRANCISCO DEMOCRATIC PARTY recommends a YES Vote on H - Police and Fire Retirement Benefits**

*Jane Morrison, Chair, San Francisco Democratic Party*

The true source of funds used for the printing fee of this argument is San Francisco Democratic Party.

The three largest contributors to the true source recipient committee are: 1. Nancy Pelosi 2. Carole Migden 3. SEIU, Local 250 PAC.

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### Keep Our Communities Safe.

Don't the men and women who risk their lives every day to protect us deserve a fair chance to protect their own families? We need our officers focused on keeping our communities safe, not worried about who will take care of their families. Proposition H is a sensible solution to keep trained firefighters, police officers, and paramedics on the job. Please join me in voting YES on H.

*Senator Dianne Feinstein*

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

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### Protect Our Public Safety Officers.

Our police, firefighters, and paramedics are there when we need them. It's our duty to care for them and their families when they need us. Vote YES on Proposition H and give San Francisco public safety workers the pensions they deserve. It won't cost taxpayers a penny, but it will make our city a safer place to live.

*Congresswoman Nancy Pelosi*

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### Public Safety Officers Deserve a Fair Pension!

Police officers, firefighters and paramedics put their lives on the line every day to protect us. Let's make sure that these brave men and women receive the pensions they deserve. Please vote YES on Proposition H. At no cost to taxpayers, Proposition H is a fiscally responsible measure that will improve our public safety.

*State Senator John Burton  
Assemblyman Kevin Shelley  
Assemblywoman Carole Migden*

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### Proposition H Keeps Our Safety Officers on the Job.

I am proud of the work police officers and firefighters do to keep our streets safe. Crime has dropped dramatically in the past six years and our safety officers' record of saving lives and fighting fires remains excellent. Proposition H will help us retain these trained professionals who put their lives on the line for us every day. Please join me in support of Proposition H.

*Mayor Willie L. Brown, Jr.*

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

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### Labor Unites for Proposition H.

In these troubled times, our police officers, firefighters, and paramedics are more important than ever before. That means we can't afford to lose our best officers to neighboring cities. Help keep our dedicated public safety workers on the job. Vote YES on Proposition H to keep San Francisco competitive with other cities.

*Larry Mazzola, President S.F.B.T.C.*

*Gunnar Lundeborg, President Sailors Union of the Pacific*

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

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### Police and Fire Chiefs Urge YES on H!

San Francisco firefighters and police officers have some of the lowest retirement benefits in California. As a result, San Francisco is facing a recruitment and retention crisis. Please help keep these brave men and women in our city by supporting pension parity for public safety officers in San Francisco. Vote YES on Proposition H.

*Anthony D. Ribera, Retired Police Chief*

*Fred H. Lau, Retired Police Chief*

*Fank M. Jordan, Former Mayor*

*Prentice E. Sanders, Chief of Police*

*Andrew C. Casper, Retired Chief SFFD*

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# Police & Firefighter Retirement Benefits



## PAID ARGUMENTS IN FAVOR OF PROPOSITION H

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We are members of the Retirement Board.

However, we are signing this ballot argument in our individual capacities.

Members of the Retirement Board Urge YES on Proposition H.

As guardians of San Francisco's retirement system, we know Proposition H is both fair and fiscally sound.

The current surplus in the retirement fund is more than enough to pay for this vitally needed upgrade of pensions for police officers, firefighters, and paramedics. As an added protection, Proposition H requires that public safety employees enter into negotiations to pay for pension upgrades in the unlikely event that the surplus is no longer sufficient. This is an important new precedent in fiscal responsibility and we urge the entire city to support it.

Please join us in voting YES on Proposition H.

*William S. Breall*, San Francisco Employees Retirement Board Commissioner

*Herb Meiberger*, San Francisco Employees Retirement Board Commissioner

*E. David Ellington*, San Francisco Employees Retirement Board Commissioner

*Jake McGoldrick*, San Francisco Employees Retirement Board Commissioner

*Brenda Wright*, San Francisco Employees Retirement Board Commissioner

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

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### Republicans Urge YES on H.

Proposition H will help keep our very best police, paramedics, and firefighters where we need them: here on the streets of San Francisco. Proposition H is a smart solution that won't cost the taxpayers a penny. Proposition H also establishes important new cost-saving precedents. That's why we urge all Republicans, and all cost-conscious San Franciscans, to join us in support of Proposition H.

*Annemarie Conroy*, Former Member SF Board of Supervisors

*James Fang*, BART Director

*Donald Casper*, Former Chair SF Republican Party

*Rita O'Hara*, Vice Chair SF Republican Party

*Elsa Cheung*, Vice Chair SF Republican Party

*Arthur Bruzzone*, Former Chair, SF Republican Party

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

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Almost every major city, from Oakland, to San Jose, to San Diego, provides a better retirement package than San Francisco. As a result of San Francisco's low retirement benefits, the police and fire departments are facing a recruitment and retention crisis. The police department is currently in need of 100 additional officers. The fire department is losing firefighters and paramedics to other jurisdictions throughout the state. At a cost of \$300,000 to train one new police officer, it's clear that retaining experienced officers is vital to San Francisco.

Please join me in voting YES on H and help keep our best public safety officers right here in San Francisco.

*Angela Alioto*, Former President, SF Board of Supervisors

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

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### Coalition for San Francisco Neighborhoods Supports Proposition H!

The Coalition for San Francisco Neighborhoods is dedicated to keeping our communities safe and secure. That's why we support Proposition H, pension parity for firefighters, police officers, and paramedics. A fair pension will ensure that well-trained public safety officers stay right here in San Francisco, where they can protect our city.

*Barbara Meskunas*, President, Coalition for San Francisco Neighborhoods

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.



# Police & Firefighter Retirement Benefits

## PAID ARGUMENTS IN FAVOR OF PROPOSITION H

### **Lesbian and Gay Officers Support Proposition H.**

Lesbian and Gay San Francisco police officers, firefighters and paramedics support Proposition H. San Francisco lags behind other California cities in providing retirement benefits to public safety personnel. Proposition H is our chance to change that. A multi-billion dollar surplus in our pension fund means there will be no cost to taxpayers for at least ten years. And if that surplus ever runs out, Proposition H requires public safety officers to negotiate with the city to pay for those benefits themselves.

#### **Vote YES on H.**

*Marlene Ottone*, Lieutenant  
*Timothy Armour*, Inspector  
*David Southern*, Police Officer  
*Richard Ernst*, Police Officer

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

### **Asian Peace Officers and Asian Firefighters Support Proposition H.**

Police officers, firefighters and paramedics put their lives on the line every day and ask for little in return. Now is our chance to honor their dedication by giving them fair pensions. San Francisco has a retirement surplus of nearly \$3 billion. That means the funds are already available to give our public safety officers the benefits they deserve.

Please join us in supporting San Francisco's finest and bravest by voting YES for Proposition H.

*David Kamita*, Police Inspector  
*Henry Seto*, SF Asian Police Officers Association Treasurer

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

### **Join Latino Officers in Support of Proposition H.**

Proposition H offers Latino officers within the San Francisco Police and Fire Departments a chance to protect our families and loved ones. We are proud to protect your families. Now help us take care of ours. This measure means our families will be supported if we are killed or injured in the line of duty. That's why we ask you to vote YES on Proposition H.

*Antonio L. Flores*, Vice President, Latino Police Officers Association

*Gregory Corrales*, Past President, Latino Police Officers Association

*James Escobar*, Officer

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

### **Officers for Justice Support Proposition H**

San Francisco Officers for Justice support fairness and diversity. That's why San Francisco needs Proposition H, to help recruit and retain the very best public safety officers. Proposition H will not cost the General Fund a penny, because there is a surplus in the retirement system that legally cannot be used for any other purpose. Please join us in support of Proposition H, and help make our city safer with money that would otherwise remain untapped.

*Samuel Craig*, Board Member, SF Officers for Justice\*

*Edward Geeter*, Board Member, SF Officers for Justice\*

*Kevin Whitfield*, Inspector\*

\* For Identification Purposes Only

The true source of funds used for the printing fee of this argument is Yes on H, Public Safety Officers for a Better Retirement.

The two largest contributors to the true source recipient committee are: 1. San Francisco Police Officers Association 2. San Francisco Firefighters.

### **Yes on H**

We owe our firefighters and police officers benefits in line with other counties in California. This measure will provide long term security for those who stand watch over our public safety.

Prop. H equalizes their retirement benefits by tapping into the \$3 billion surplus in the City's retirement fund. These funds are only available for this purpose, thus will have no significant fiscal impact on the city.

Please Vote Yes on Proposition H.

*Supervisor Gavin Newsom*

The true source of funds used for the printing fee of this argument is Newsom 2002.

The three largest contributors to the true source recipient committee are: 1. Ruth E. Werner 2. Anne Scherer 3. Christine Murray.

# Police & Firefighter Retirement Benefits



## PAID ARGUMENTS IN FAVOR OF PROPOSITION H

Yes on H. Police officers and firefighters put their lives on the line every day. Help retain our highly trained professionals by matching their retirement benefits with neighboring cities.

San Francisco Republican Party  
*Mike DeNunzio, Chairman*

Officers of the San Francisco Republican Party:  
*Elsa Cheung, Vice Chairman, Political Action*  
*Rita O'Hara, Vice Chairman, Special Events*  
*Sue C. Woods, Treasurer*  
*Donald A. Casper, Immediate Past Chairman*

Republican Candidates for the Congress and Assembly:  
*G. Michael German, 8<sup>th</sup> Congressional District*  
*Howard Epstein, 12<sup>th</sup> Assembly District*

Members, San Francisco Republican Party:  
*Dr. Cynthia Amelon*  
*Harold M. Hoogasian*  
*Albert Chang*  
*Rodney Leong*  
*Terence Faulkner*  
*Darcy Linn*

Members-Elect, San Francisco Republican Party:  
*Mike Antonini*  
*Christopher L. Bowman*  
*James Fuller*  
*Joel Springer*  
*Joe Yew*

Presidents, San Francisco Republican Volunteer Clubs:  
*Raymond G. Choy, Chairman, California Chinese American Republican Association*  
*Colin Gallagher, Log Cabin Club of San Francisco*  
*Leo Lacayo, National Hispanic Republican Assembly, San Francisco Chapter*

The true sources of funds used for the printing fee of this argument are the signators and the San Francisco Republican Party.

The three largest contributors to the true source recipient committee are: 1. Committee on Jobs 2. George W. Rowe 3. George F. Jewett, Jr.

San Francisco has one of the lowest crime rates in California. Yet, our police officers receive some of the leanest retirement benefits in the state. Prevent our well-trained, qualified police officers from transferring to other counties. Help us continue to recruit qualified men and women to our police force.

Maintain safety on our streets.  
Yes on H.

*City Treasurer Susan Leal*

The true source of funds used for the printing fee of this argument is Susan Leal.

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Proposition H Protects our City!

Please join me in support of Proposition H, and make sure San Francisco's police officers, firefighters, and paramedics can afford to live and work in our city. By providing a fair pension for our public safety personnel, Proposition H will help keep San Francisco safe.

*Doris Ward, San Francisco Assessor-Recorder*

The true source of funds used for the printing fee of this argument is Doris Ward.

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As Executive Director of the San Francisco Neighborhood Resource Center, I understand how important safety is to our community. That's why I urge you to vote YES on Proposition H. With no cost to taxpayers, this is a financially sensible way to ensure that our firefighters, police officers, and paramedics remain where we need them most.

*Andrew Lee, Executive Director, San Francisco Neighborhood Resource Center*

The true source of funds used for the printing fee of this argument is Andrew Lee.

# TEXT OF PROPOSED CHARTER AMENDMENT

## PROPOSITION H

Describing and setting forth a proposal to the qualified electors of the City and County of San Francisco to amend the Charter of said City and County by adding Sections A8.595 through A8.595-14, A8.596 through A8.596-14, A8.597 through A8.597-15, and A8.598 through A8.598-15 thereto, relating to retirement benefits for police officers and firefighters, and by amending Sections A8.500-1 and A8.500-2 to conform to the new retirement plans.

The Board of Supervisors of the City and County of San Francisco hereby submits to the qualified electors of said City and County at an election to be held therein on November 5, 2002 a proposal to amend the Charter of said City and County by adding Sections A8.595 through A8.595-14, A8.596 through A8.596-14, A8.597 through A8.597-15, and A8.598 through A8.598-15, and by amending Sections A8.500-1 and A8.500-2 to read as follows:

Note: Additions are single-underline italics.  
Deletions are ~~strikethrough italics~~.

### **A8.595 MEMBERS OF THE POLICE DEPARTMENT ON JANUARY 1, 2003 WHO ARE MEMBERS OF THE RETIREMENT SYSTEM UNDER CHARTER SECTION A8.559.**

Members of the police department on January 1, 2003 who are members of the retirement system under Section A8.559 may elect to be members of the retirement system under Section A8.595 instead of Section A8.559. Any such election must be exercised in writing, on a form furnished by the retirement system, and filed at the office of said system not later than the close of business on December 31, 2002.

Those persons who elect to be members under Section A8.595 as provided in the preceding paragraph, shall be members of the system subject to provisions of Sections A8.595 through Section A8.595-14 (which shall apply only to members under Section A8.595) in addition to the provisions contained in Sections 12.100 to 12.103 and Sections A8.500, A8.510 and A8.520 of this charter, notwithstanding the provisions of any other section of this charter, and shall not be subject to any of the provisions of Section A8.559 of this charter.

The provisions of section A8.595 shall not apply to any member of the retirement system under section A8.559 who separated from service, retired or died before January 1, 2003, or to his or her continuant; provided, however, that the provisions of section A8.595-2 shall apply to the adjustment required in Sections A8.559-3, A8.559-4 and A8.559-5 for a retired member or his or her surviving spouse or continuant when the retired member would not have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years until after January 1, 2003.

### **A8.595-1 DEFINITIONS**

The following words and phrases as used in

this section A8.595 and Sections A8.595-2 through A8.595-14, unless a different meaning is plainly required by the context, shall have the following meanings:

"Retirement allowance," "death allowance" or "allowance," shall mean equal monthly payments, beginning to accrue upon the date of retirement, or upon the day following the date of death, as the case may be, and continuing for life unless a different term of payment is definitely provided by the context.

"Compensation," as distinguished from benefits under the Workers' Compensation Insurance and Safety Act of the State of California, shall mean the remuneration payable in cash, by the City and County, without deduction except for absence from duty, for time during which the individual receiving such remuneration is a member of the police department, but excluding remuneration paid for overtime.

For retirement purposes, any increase in compensation attached to a rank which is based solely upon the possession of a POST certificate, compared to the equivalent rank without a POST certificate, shall be subject to the following limitations:

- (a) for possession of the intermediate POST certificate, no more than 4% shall be included in compensation,
- (b) for possession of the advanced POST certificate, no more than an additional 2% over the maximum provided in subsection (a), above, shall be included in compensation,

These limits shall apply to any pay increments which are solely attributable to the possession of a POST certificate, including but not limited to premiums or special ranks which may be established in the future and which are solely attributable to the possession of a POST certificate.

"Compensation earnable" shall mean the compensation which would have been earned had the member received compensation without interruption throughout the period under consideration and at the rates of remuneration attached at that time to the ranks or positions held by him or her during such period, it being assumed that during any absence, he or she was in the rank or position held by him or her at the beginning of the absence, and that prior to becoming a member of the police department, he or she was in the rank or position first held by him or her in such department.

"Benefit" shall include "allowance," "retirement allowance," "death allowance" and "death benefit."

"Final compensation" shall mean the monthly compensation earnable by a member at the time of his or her retirement, or death before retirement, as the case may be, at the rate of remuneration attached at that time to the rank or position which said member held, provided that said member has held said rank or position for at least one year immediately prior to said retirement or death; and provided, further, that

if said member has not held said rank or position for at least one year immediately prior to said retirement or death, "final compensation," as to such member, shall mean the monthly compensation earnable by such member in the rank or position next lower to the rank or position which he or she held at the time of retirement or death at the rate of remuneration attached at the time of said retirement or death to said next lower rank or position; provided, however, that in the case of a member's death before retirement as the result of a violent traumatic injury received in the performance of his or her duty, "final compensation," as to such member shall mean the monthly compensation earnable by such member at the rate of remuneration attached on the date he or she receives such injury to the rank or position held by such member on that date.

For purposes of calculation of final compensation, any increase in pay solely attributable to possession of a POST certificate shall be included only if the member possesses the qualifying POST certificate for a period of not less than four (4) years prior to his or her retirement date; provided, however, that should a member possess the qualifying POST certificate for a period of time less than four (4) years prior to retirement, final compensation shall be calculated based upon the monthly compensation in the next lower rank not requiring possession of the qualifying POST certificate.

For the purpose of Sections A8.595 through A8.595-14, the terms "member of the police department," "member of the department," or "member" shall mean any officer or employee of the police department, who was a member of the police department on January 1, 2003 and a member of the retirement system under Section A8.559 and who elected to be a member of Section A8.595 as provided in Section A8.595.

Any police service performed by such members of the police department outside the limits of the City and County and under orders of a superior officer of any such member, shall be considered as City and County service, and any disability or death incurred therein shall be covered under the provisions of the retirement system.

"Retirement system" or "system" shall mean San Francisco City and County Employees' Retirement System as created in Section A8.500 of the charter.

"Retirement board" shall mean "retirement board" as created in Section 12.100 of the charter.

"Charter" shall mean the charter of the City and County of San Francisco.

Words used in the masculine gender shall include the feminine and neuter gender, words used in the feminine gender shall include the masculine and neuter gender, and singular

(Continued on next page)

## LEGAL TEXT OF PROPOSITION H (CONTINUED)

numbers shall include the plural and the plural the singular.

"Interest" shall mean interest at the rate adopted by the retirement board.

### **A8.595-2 SERVICE RETIREMENT**

Any member of the police department who completes at least twenty-five (25) years of service in the aggregate and attains the age of fifty (50) years, said service to be computed under Section A8.595-10, may retire for service at his or her option. A member retired after meeting the service and age requirements in the preceding sentence, shall receive a retirement allowance equal to the percent of the final compensation of said member, as defined in Section A8.595-1, set forth below opposite his or her age at retirement, taken to the preceding quarter year, for each year of service, as computed under Section A8.595-10:

<u>Retirement Age</u>	<u>Percent for Each Year of Credited Service</u>
<u>50</u>	<u>2.400</u>
<u>50.25</u>	<u>2.430</u>
<u>50.5</u>	<u>2.460</u>
<u>50.75</u>	<u>2.490</u>
<u>51</u>	<u>2.520</u>
<u>51.25</u>	<u>2.550</u>
<u>51.5</u>	<u>2.580</u>
<u>51.75</u>	<u>2.610</u>
<u>52</u>	<u>2.640</u>
<u>52.25</u>	<u>2.670</u>
<u>52.5</u>	<u>2.700</u>
<u>52.75</u>	<u>2.730</u>
<u>53</u>	<u>2.760</u>
<u>53.25</u>	<u>2.790</u>
<u>53.5</u>	<u>2.820</u>
<u>53.75</u>	<u>2.850</u>
<u>54</u>	<u>2.880</u>
<u>54.25</u>	<u>2.910</u>
<u>54.5</u>	<u>2.940</u>
<u>54.75</u>	<u>2.970</u>
<u>55+</u>	<u>3.000</u>

In no event, however, shall such a retirement allowance exceed ninety (90) percent of a member's final compensation.

If, at the date of retirement for service, or retirement for disability resulting from an injury received in the performance of duty, said member has no spouse, children or dependent parents, who would qualify for the continuance of the allowance after the death of said member, or with respect to the portion of the allowance which would not be continued regardless of dependents, or upon retirement for disability resulting from other causes, with respect to all of the allowance and regardless of dependents at retirement, a member retired under this section, or Section A8.595-3, may elect before the first payment of the retirement allowance is made, to receive the actuarial equivalent of his or her allowance or the portion which would not be continued regardless of dependents, as the case may be, partly in a

lesser allowance to be received by him or her throughout his or her life, and partly in other benefits payable after his or her death to another person or persons, provided that such election shall be subject to all the conditions prescribed by the board of supervisors to govern similar election by other members of the retirement system, including the character and amount of such other benefits.

### **A8.595-3 RETIREMENT FOR INCAPACITY**

Any member of the police department who becomes incapacitated for the performance of his or her duty by reason of any bodily injury received in, or illness caused by the performance of his or her duty, shall be retired. If he or she is not qualified for service retirement, he or she shall receive a retirement allowance in an amount which shall be equal to the same percentage of the final compensation of said member, as defined in Section A8.595-1, as his or her percentage of disability is determined to be. The percentage of disability shall be as determined by the Workers' Compensation Appeals Board of the State of California upon referral from the retirement board for that purpose; provided that the retirement board may, by five affirmative votes, adjust the percentage of disability as determined by said appeals board; and provided, further, that such retirement allowance shall be in an amount not less than 50 percent nor more than 90 percent of the final compensation of said member, as defined in Section A8.595-1. Said allowance shall be paid to said member until the date upon which said member would have qualified for service retirement had he or she lived and rendered service without interruption in the rank held by the member at retirement, and after said date the allowance payable shall be equal to the retirement allowance said member would have received if retired for service on said date based on the final compensation, as defined in Section A8.595-1, he or she would have received immediately prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 55 percent of such final compensation.

If, at the time of retirement because of disability, he or she is qualified as to age and service for retirement under Section A8.595-2, he or she shall receive an allowance equal to the retirement allowance which he or she would receive if retired under Section A8.595-2, but not less than 55 percent of said final compensation. Any member of the police department who becomes incapacitated for performance of his or her duty, by reason of a cause not included under the provisions of the immediately preceding sentences, and who shall have completed at least 10 years of service in the aggregate, computed as provided in Section A8.595-10, shall be retired upon an allowance of one and one-half percent of the final compensation of said member as defined in Section A8.595-1 for each year of service, provided that said allowance shall not be less than 33-1/3 percent

of said final compensation; provided, however, that if such member has completed at least 25 years of service in the aggregate, computed as provided in Section A8.595-10, but has not yet attained the age of 50 years, he or she shall receive an allowance equal to the retirement allowance he or she would have received if he or she had attained the age of 50 years and retired under Section A8.595-2 as of the date of retirement for such incapacity. The question of retiring a member under this section may be brought before the retirement board on said board's own motion, by recommendation of the police commission, or by said member or his or her guardian. If his or her disability shall cease, his or her retirement allowance shall cease, and he or she shall be restored to the service in the rank he or she occupied at the time of his or her retirement.

### **A8.595-4 DEATH ALLOWANCE**

If a member of the police department shall die before or after retirement by reason of an injury received in, or illness caused by the performance of his or her duty, a death allowance, in lieu of any allowance payable under any other section of the charter or by ordinance, on account of death resulting from injury received in or illness caused by the performance of duty, shall be paid, beginning on the date next following the date of death, to his or her surviving spouse throughout his or her life or until his or her remarriage. If the member, at the time of death, was qualified for service retirement, but had not retired, the allowance payable shall be equal to the retirement allowance which the member would have received if he or she had been retired for service on the day of death, but such allowance shall not be less than 55 percent of the final compensation earnable by said member immediately preceding death. If death occurs prior to qualification for service retirement, the allowance payable shall be equal to the final compensation of said member at the date of death, until the date upon which said member would have qualified for service retirement, had he or she lived and rendered service without interruption in the rank held by the member at death, and after said date the allowance payable shall be equal to the retirement allowance said member would have received if retired for service on said date, based on the final compensation he or she would have received immediately prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 55 percent of such monthly final compensation. If he or she had retired prior to death, for service or for disability resulting from injury received in, or illness caused by the performance of duty, the allowance payable shall be equal to the retirement allowance of the member, except that if he or she was a mem-

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

*ber under Section 5.595 and retirement was for such disability, and if death occurred prior to qualification for the service retirement allowance, the allowance continued shall be reduced upon the date at which said member would have qualified for service retirement, in the same manner as it would have been reduced had the member not died. If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, to continue until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children under the age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however, shall be paid under this section to a surviving spouse following the death of a member unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death.*

### **A8.595-5 PAYMENT TO SURVIVING DEPENDENTS**

*Upon the death of a member of the police department resulting from any cause, other than an injury received in, or illness caused by performance of duty:*

- (a) if his or her death occurred after qualification for service retirement, under Section A8.595-2 or after retirement for service or because of disability which resulted from any cause other than an injury received in, or illness caused by performance of duty, three-fourths of his or her retirement allowance to which the member would have been entitled if he or she had retired for service at the time of death or three-fourths of the retirement allowance as it was at his or her death, as the case may be, shall be continued throughout life or until remarriage to his or her surviving spouse; or*
- (b) if his or her death occurred after the completion of at least 25 years of service in the aggregate but prior to the attainment of the age of 50 years, three-fourths of the retirement allowance to which he or she would have been entitled under Section A8.595-2 if he or she had attained the age of 50 years on the date of his or her death shall be continued throughout life or until remarriage to his or her surviving spouse;*

- or*
- (c) if his or her death occurred after retirement for disability by reason of injury received in, or illness caused by performance of duty, his or her retirement allowance as it was at his or her death shall be continued throughout life or until remarriage, to his or her surviving spouse, except that, if death occurred prior to qualification for service retirement allowance, the allowance continued shall be adjusted upon the date of which said member would have qualified for service retirement, in the same manner as it would have been adjusted had the member not died; or*
  - (d) if his or her death occurred after completion of at least 10 years of service in the aggregate, computed as provided in Section A8.595-10, an allowance in an amount equal to the retirement allowance to which the member would have been entitled pursuant to Section A8.595-3 if he or she had retired on the date of death because of incapacity for performance of duty resulting from a cause other than bodily injury received in, or illness caused by performance of duty shall be paid throughout life or until remarriage to his or her surviving spouse.*

*If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, to continue until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children under age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however, shall be paid under this section to a surviving spouse unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death if he or she had not retired, or unless he or she was married to the member at least one year prior to his or her death if he or she had retired.*

*As used in this section and Section A8.595-4, "surviving spouse" shall mean and include a surviving spouse, and shall also mean and include a spouse who has remarried since the death of the member, but whose remarriage has been terminated by death, divorce or annulment within five years after the date of such*

*remarriage and who has not thereafter again remarried.*

*The surviving spouse, in the event of death of the member after qualification for but before service retirement, may elect before the first payment of the allowance, to receive the benefit provided in Section A8.595-A8, in lieu of the allowance which otherwise would be continued to him or her under this section. If there is no surviving spouse, the guardian of the eligible child or children may make such election, and if there are no such children, the dependent parent or parents may make such election. "Qualified for service retirement," "Qualification for service retirement" or "Qualified as to age and service for retirement," as used in this section and other sections to which persons who are members under Section A8.595 are subject, shall mean completion of 25 years of service and attainment of age 50, said service to be computed under Section A8.595-10.*

### **A8.595-6 ADJUSTMENT OF ALLOWANCES**

*Every retirement or death allowance payable to or on account of any member under Section A8.595 shall be increased or decreased as of January 1, 2003, and thereafter on the effective date of any legislation fixing the rates of compensation for police officers under section A8.590-1 et seq. of this charter by an amount equal to 50 percent of any increase or decrease, respectively, in the rate of remuneration attached to the rank or position upon which such retirement or death allowance was based; provided, however, that no allowance shall be reduced below the amount being received by a member or his or her beneficiary on January 1, 2003, or on the date such member or beneficiary began to receive the allowance, whichever is later.*

### **A8.595-7 ADJUSTMENT FOR COMPENSATION PAYMENTS**

*That portion of any allowance payable because of the death or retirement of any member of the police department which is provided by contributions of the City and County, shall be reduced, by the amount of any benefits other than medical benefits, payable by the City and County to or on account of such person, under any workers' compensation law or any other general law and because of the injury or illness resulting in said death or retirement. Such portion which is paid because of death or retirement which resulted from injury received in or illness caused by performance of duty, shall be considered as in lieu of all benefits, other than medical benefits, payable to or on account of such person under such law and shall be in satisfaction and discharge of the obligation of the City and County to pay such benefits.*

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

### **A8.595-8 DEATH BENEFIT**

If a member of the police department shall die, before retirement from causes other than an injury received in or illness caused by the performance of duty, or regardless of cause, if no allowance shall be payable under Section 8.595-4 or 8.595-5 preceding, a death benefit shall be paid to his or her estate or designated beneficiary, the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system. Upon the death of a member after retirement and regardless of the cause of death, a death benefit shall be paid to his or her estate or designated beneficiary the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system.

### **A8.595-9 REFUNDS AND REDEPOSITS**

Should any member of the police department cease to be employed as such a member, through any cause other than death or retirement or transfer to another office or department, all of his or her contributions, with interest credited thereon, shall be refunded to him or her subject to the conditions prescribed by the board of supervisors to govern similar terminations of employment of other members of the retirement system. If he or she shall again become a member of the department, he or she shall redeposit in the retirement fund, the amount refunded to him or her. Should a member of the police department become an employee of any other office or department, his or her accumulated contribution account shall be adjusted by payments to or from him or her as the case may be to make the accumulated contributions credited to him or her at the time of change, equal to the amount which would have been credited to him or her if he or she had been employed in said other office or department at the rate of compensation received by him or her in the police department and he or she shall receive credit for service for which said contributions were made, according to the charter section under which his or her membership in the retirement system continues.

### **A8.595-10 COMPUTATION OF SERVICE**

The following time shall be included in the computation of the service to be credited to a member of the police department for the purposes of determining whether such member qualified for retirement and calculating benefits, excluding, however, any time, the contributions for which were withdrawn by said member upon termination of his or her service while he or she was a member under any other charter section, and not redeposited upon reentry into service:

(a) Time during and for which said member is entitled to receive compensation because of services as a member of the fire or

police department.

(b) Time during which said member served and received compensation as a jail matron in the office of the sheriff.

(c) Time during which said member is absent from a status included in Subsections (a) or (b) next preceding, by reason of service in the armed forces of the United States of America, or by reason of any other service included in Sections A8.520 and A8.521 of the charter, during any war in which the United States was or shall be engaged or during other national emergency, and for which said member contributed or contributes to the retirement system or for which the City and County contributed or contributes on his or her account.

### **A8.595-11 SOURCES OF FUNDS**

All payments provided for members under Section A8.595 shall be made from funds derived from the following sources, plus interest earned on said funds:

(a) There shall be deducted from each payment of compensation made to a member under Section A8.595 a sum equal to seven percent of such payment of compensation. The sum so deducted shall be paid forthwith to the retirement system. Said contribution shall be credited to the individual account of the member from whose salary it was deducted, and the total of said contributions, together with interest credited thereon in the same manner as is prescribed by the board of supervisors for crediting interest to contributions of other members of the retirement system, shall be applied to provide part of the retirement allowance granted to, or allowance granted on account of said member, or shall be paid to said member or his or her estate or beneficiary as provided in Section A8.595-8, A8.595-9 and A8.595-10. A member's individual account under Section A8.595 shall include all monies previously credited to the member's account under Section A8.559.

(b) The dependent contributions of each member under this section which shall be required of each member throughout his or her membership in addition to the normal contributions, and in the same manner as normal contributions, shall be such as, on the average for such member, will provide, assuming service without interruption under Section A8.595-2, and upon he or she first qualifying as to age and service for retirement under that section, one-third of the portion of his or her allowance, which is to be continued under Section A8.595-5 after his or her death and throughout the life of a surviving spouse whose age at said death is three years less than the age of said member. If, at the date of retirement for service or retirement for disability resulting from injury received in the performance of duty,

said member has no spouse who would qualify for the continuance of the allowance to him or her after the death of said member, or upon retirement for disability resulting from other causes, regardless of his or her marital conditions, the dependent contributions with accumulated interest thereon, shall be paid to him or her forthwith. The dependent rate of contribution, however, shall not exceed the difference between seven percent and the member's normal rate of contribution, and said dependent rate may be taken as a flat percentage of the member's normal rate, regardless of the age of qualification for service retirement.

(c) The City and County shall contribute to the retirement system such amounts as may be necessary, when added to the contributions referred to in Subsection (a) of this Section A8.595-11, to provide the benefits payable to members under Section A8.595. Such contributions of the City and County to provide the portion of the benefits hereunder shall be made in annual installments, and the installment to be paid in any year shall be determined by the application of a percentage to the total compensation paid during said year to persons who are members under Section A8.595 in accordance with the provisions of Section A8.510.

(d) To promote the stability of the retirement system through a joint participation in the result of variations in the experience under mortality, investment and other contingencies, the contributions of both members and the City and County held by the system to provide benefits for members under Section A8.595, shall be a part of the fund in which all other assets of said system are included.

(e) Any year in which, based upon the retirement system's annual actuarial valuation, the employer contribution rate exceeds 0%, the employee organizations representing safety members shall jointly meet and confer with city representatives to implement a cost sharing arrangement between the city and employee organizations. Such arrangement will effect a material reduction of the cost impact of employer contributions on the city's general fund.

The dollar value of the cost sharing arrangement shall not exceed the total annual cost to the retirement system of improving the police and fire safety retirement plans to the 3%@55 benefit level or the total employer contribution required by the retirement system, whichever is lesser. Such cost sharing arrangement shall not require an employee contribution

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

in excess of the limits set elsewhere in this charter.

The meet and confer process, including all impasse procedures under section A8.590-1 et seq., shall be concluded not later than April 1st except by mutual agreement of the parties. The cost sharing arrangement must be finalized to permit implementation effective July 1.

The retirement board's authority under charter section 12.100 and in section A8.510 concerning the annual setting of the rates of contribution are not subject to the meet and confer process, including all impasse procedures under section A8.590-1 et seq.

### **A8.595-12 RIGHT TO RETIRE**

Upon the completion of the years of service set forth in Section A8.595-2 as requisite to retirement, a member of the police department shall be entitled to retire at any time thereafter in accordance with the provisions of said Section A8.595-2, and nothing shall deprive said member of said right.

### **A8.595-13 LIMITATION IN EMPLOYMENT DURING RETIREMENT**

Except as otherwise provided in Section A 8.511 of this charter, no person retired as a member under Section A 8.595 for service or disability and entitled to receive a retirement allowance under the retirement system shall serve in any elective or appointive position in the City and County service, including membership on boards and commissions, nor shall such person receive any payment for service rendered to the City and County after retirement, provided that service as an election officer or juror, or in the preparation for, or the giving of, testimony as an expert witness for or on behalf of the City and County of San Francisco before any court or legislative body shall not be affected by this section.

### **A8.595-14 VESTING**

Notwithstanding any provisions of this charter to the contrary, should any member of the police department who is a member of the Retirement System under Charter Section A8.595 with five years of credited service, cease to be so employed, through any cause other than death or retirement, he or she shall have the right to elect, without right of revocation and within 90 days after termination of said service, to allow his or her accumulated contributions including interest to remain in the retirement fund and to receive a retirement allowance equal to the percent set forth in Section A8.595-2 opposite his or her age at retirement, for each year of service multiplied against the final compensation of said member, calculated at termination, payable beginning no earlier than age 50. The provisions of Section A8.595-14 shall not apply to any members of the retirement system under Section A8.559 who terminated before January 1, 2003

or their continuants. No vesting retirement allowance under this section shall exceed ninety (90%) percent of the member's final compensation.

Any member of the police department convicted of a crime involving moral turpitude committed in connection with his or her duties as a member of the police department shall, upon termination of his or her employment pursuant to the provisions of this charter, forfeit all right to any benefits under this section except refund of his or her accumulated contributions.

Every retirement or death allowance payable to or on account of any member under Section A 8.595-14 shall be adjusted in accordance with the provisions of Section A 8.595-6 provided that if the member's accrued service credit is less than 25 years the Section A 8.595-6 adjustment will be multiplied by a fraction where the denominator is 25 and the numerator is equal to the member's accrued service credit at the date of termination.

### **A8.596 MEMBERS OF THE FIRE DEPARTMENT ON JANUARY 1, 2003 WHO ARE MEMBERS OF THE RETIREMENT SYSTEM UNDER CHARTER SECTION A8.585**

Members of the fire department on January 1, 2003 who are members of the retirement system under Section A8.585 may elect to be members of the retirement system under Section A8.596 instead of Section A8.585. Any such election must be exercised in writing, on a form furnished by the retirement system, and filed at the office of said system not later than the close of business on December 31, 2002.

Those persons who elect to be members under Section A8.596 as provided in the preceding paragraph, shall be members of the system subject to provisions of Section A8.596 through Section A8.596-14 (which shall apply only to members under Section A8.596) in addition to the provisions contained in Sections 12.100 to 12.103 and Sections A8.500, A8.510 and A8.520 of this charter, notwithstanding the provisions of any other section of this charter, and shall not be subject to any of the provisions of Section A8.585 of this charter.

The provisions of section A8.596 shall not apply to any member of the retirement system under section A8.585 who separated from service, retired or died before January 1, 2003, or to his or her continuant; provided, however, that the provisions of section A8.596-2 shall apply to the adjustment required in Sections A8.585-3, A8-585-4 and A8.585-5 for a retired member or his or her surviving spouse or continuant when the retired member would not have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years until after January 1, 2003.

### **A8.596-1 DEFINITIONS**

The following words and phrases as used in this section A8.596 and Sections A8.596-2 through A8.596-14, unless a different meaning

is plainly required by the context, shall have the following meanings:

"Retirement allowance," "death allowance" or "allowance," shall mean equal monthly payments, beginning to accrue upon the date of retirement, or upon the day following the date of death, as the case may be, and continuing for life unless a different term of payment is definitely provided by the context.

"Compensation," as distinguished from benefits under the Workers' Compensation Insurance and Safety Act of the State of California, shall mean the remuneration payable in cash, by the City and County, without deduction except for absence from duty, for time during which the individual receiving such remuneration is a member of the fire department, but excluding remuneration paid for overtime.

"Compensation earnable" shall mean the compensation which would have been earned had the member received compensation without interruption throughout the period under consideration and at the rates of remuneration attached at that time to the ranks or positions held by him or her during such period, it being assumed that during any absence, he or she was in the rank or position held by him or her at the beginning of the absence, and that prior to becoming a member of the fire department, he or she was in the rank or position first held by him or her in such department.

"Benefit" shall include "allowance," "retirement allowance," "death allowance" and "death benefit."

"Final compensation" shall mean the monthly compensation earnable by a member at the time of his or her retirement, or death before retirement, as the case may be, at the rate of remuneration attached at that time to the rank or position which said member held, provided that said member has held said rank or position for at least one year immediately prior to said retirement or death; and provided, further, that if said member has not held said rank or position for at least one year immediately prior to said retirement or death, "final compensation," as to such member, shall mean the monthly compensation earnable by such member in the rank or position next lower to the rank or position which he or she held at the time of retirement or death at the rate of remuneration attached at the time of said retirement or death to said next lower rank or position; provided, however, that in the case of a member's death before retirement as the result of a violent traumatic injury received in the performance of his or her duty, "final compensation," as to such member shall mean the monthly compensation earnable by such member at the rate of remuneration attached on the date he or she receives such injury to the rank or position held by such member on that date.

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

For the purpose of Sections A8.596 through A8.596-14, the terms "member of the fire department," "member of the department," or "member" shall mean any officer or employee of the fire department, who was a member of the fire department on January 1, 2003 and a member of the retirement system under Section A8.585 and who elected to be a member of Section A8.596 as provided in Section A8.596.

Any fire service performed by such members of the fire department outside the limits of the City and County and under orders of a superior officer of any such member, shall be considered as City and County service, and any disability or death incurred therein shall be covered under the provisions of the retirement system.

"Retirement system" or "system" shall mean San Francisco City and County Employees' Retirement System as created in Section A8.500 of the charter.

"Retirement board" shall mean "retirement board" as created in Section 12.100 of the charter.

"Charter" shall mean the charter of the City and County of San Francisco.

Words used in the masculine gender shall include the feminine and neuter gender, words used in the feminine gender shall include the masculine and neuter gender, and singular numbers shall include the plural and the plural the singular.

"Interest" shall mean interest at the rate adopted by the retirement board.

### **A8.596-2 SERVICE RETIREMENT**

Any member of the fire department who completes at least twenty-five (25) years of service in the aggregate and attains the age of fifty (50) years, said service to be computed under Section A8.596-10, may retire for service at his or her option. A member retired after meeting the service and age requirements in the preceding sentence, shall receive a retirement allowance equal to the percent of the final compensation of said member, as defined in Section A8.596-1, set forth below opposite his or her age at retirement, taken to the preceding quarter year, for each year of service, as computed under Section A8.596-10:

<u>Retirement Age</u>	<u>Percent for Each Year of Credited Service</u>
<u>50</u>	<u>2.400</u>
<u>50.25</u>	<u>2.430</u>
<u>50.5</u>	<u>2.460</u>
<u>50.75</u>	<u>2.490</u>
<u>51</u>	<u>2.520</u>
<u>51.25</u>	<u>2.550</u>
<u>51.5</u>	<u>2.580</u>
<u>51.75</u>	<u>2.610</u>
<u>52</u>	<u>2.640</u>
<u>52.25</u>	<u>2.670</u>
<u>52.5</u>	<u>2.700</u>
<u>52.75</u>	<u>2.730</u>
<u>53</u>	<u>2.760</u>

<u>53.25</u>	<u>2.790</u>
<u>53.5</u>	<u>2.820</u>
<u>53.75</u>	<u>2.850</u>
<u>54</u>	<u>2.880</u>
<u>54.25</u>	<u>2.910</u>
<u>54.5</u>	<u>2.940</u>
<u>54.75</u>	<u>2.970</u>
<u>55+</u>	<u>3.000</u>

In no event, however, shall such a retirement allowance exceed ninety (90) percent of a member's final compensation.

If, at the date of retirement for service, or retirement for disability resulting from an injury received in the performance of duty, said member has no spouse, children or dependent parents, who would qualify for the continuance of the allowance after the death of said member, or with respect to the portion of the allowance which would not be continued regardless of dependents, or upon retirement for disability resulting from other causes, with respect to all of the allowance and regardless of dependents at retirement, a member retired under this section, or Section A8.596-3, may elect before the first payment of the retirement allowance is made, to receive the actuarial equivalent of his or her allowance or the portion which would not be continued regardless of dependents, as the case may be, partly in a lesser allowance to be received by him or her throughout his or her life, and partly in other benefits payable after his or her death to another person or persons, provided that such election shall be subject to all the conditions prescribed by the board of supervisors to govern similar election by other members of the retirement system, including the character and amount of such other benefits.

### **A8.596-3 RETIREMENT FOR INCAPACITY**

Any member of the fire department who becomes incapacitated for the performance of his or her duty by reason of any bodily injury received in, or illness caused by the performance of his or her duty, shall be retired. If he or she is not qualified for service retirement, he or she shall receive a retirement allowance in an amount which shall be equal to the same percentage of the final compensation of said member, as defined in Section A8.596-1, as his or her percentage of disability is determined to be. The percentage of disability shall be as determined by the Workers' Compensation Appeals Board of the State of California upon referral from the retirement board for that purpose; provided that the retirement board may, by five affirmative votes, adjust the percentage of disability as determined by said appeals board; and provided, further, that such retirement allowance shall be in an amount not less than 50 percent nor more than 90 percent of the final compensation of said member, as defined in Section A8.596-1. Said allowance shall be paid to said member until the date upon which said member would have qualified for service retirement had he or she lived and rendered service

without interruption in the rank held by the member at retirement, and after said date the allowance payable shall be equal to the retirement allowance said member would have received if retired for service on said date based on the final compensation, as defined in Section A8.596-1, he or she would have received immediately prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 55 percent of such final compensation.

If, at the time of retirement because of disability, he or she is qualified as to age and service for retirement under Section A8.596-2, he or she shall receive an allowance equal to the retirement allowance which he or she would receive if retired under Section A8.596-2, but not less than 55 percent of said final compensation. Any member of the fire department who becomes incapacitated for performance of his or her duty, by reason of a cause not included under the provisions of the immediately preceding sentences, and who shall have completed at least 10 years of service in the aggregate, computed as provided in Section A8.596-10, shall be retired upon an allowance of one and one-half percent of the final compensation of said member as defined in Section A8.596-1 for each year of service, provided that said allowance shall not be less than 33-1/3 percent of said final compensation; provided, however, that if such member has completed at least 25 years of service in the aggregate, computed as provided in Section A8.596-10, but has not yet attained the age of 50 years, he or she shall receive an allowance equal to the retirement allowance he or she would have received if he or she had attained the age of 50 years and retired under Section A8.596-2 as of the date of retirement for such incapacity. The question of retiring a member under this section may be brought before the retirement board on said board's own motion, by recommendation of the fire commission, or by said member or his or her guardian. If his or her disability shall cease, his or her retirement allowance shall cease, and he or she shall be restored to the service in the rank he or she occupied at the time of his or her retirement.

### **A8.596-4 DEATH ALLOWANCE**

If a member of the fire department shall die before or after retirement by reason of an injury received in, or illness caused by the performance of his or her duty, a death allowance, in lieu of any allowance payable under any other section of the charter or by ordinance, on account of death resulting from injury received in or illness caused by the performance of duty, shall be paid, beginning on the date next following the date of death, to his or her surviving spouse throughout his or her life or until his or her remarriage. If the member, at the time of

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

death, was qualified for service retirement, but had not retired, the allowance payable shall be equal to the retirement allowance which the member would have received if he or she had been retired for service on the day of death, but such allowance shall not be less than 55 percent of the final compensation earnable by said member immediately preceding death. If death occurs prior to qualification for service retirement, the allowance payable shall be equal to the final compensation of said member at the date of death, until the date upon which said member would have qualified for service retirement, had he or she lived and rendered service without interruption in the rank held by the member at death, and after said date the allowance payable shall be equal to the retirement allowance said member would have received if retired for service on said date, based on the final compensation he or she would have received immediately prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 55 percent of such monthly final compensation. If he or she had retired prior to death, for service or for disability resulting from injury received in, or illness caused by the performance of duty, the allowance payable shall be equal to the retirement allowance of the member, except that if he or she was a member under Section 5.596 and retirement was for such disability, and if death occurred prior to qualification for the service retirement allowance, the allowance continued shall be reduced upon the date at which said member would have qualified for service retirement, in the same manner as it would have been reduced had the member not died. If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, to continue until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children under the age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however, shall be paid under this section to a surviving spouse following the death of a member unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death.

### **A8.596-5 PAYMENT TO SURVIVING DEPENDENTS**

Upon the death of a member of the fire department resulting from any cause, other than an injury received in, or illness caused by performance of duty:

- (a) if his or her death occurred after qualification for service retirement, under Section A8.596-2 or after retirement for service or because of disability which resulted from any cause other than an injury received in, or illness caused by performance of duty, three-fourths of his or her retirement allowance to which the member would have been entitled if he or she had retired for service at the time of death or three-fourths of the retirement allowance as it was at his or her death, as the case may be, shall be continued throughout life or until remarriage to his or her surviving spouse; or
- (b) if his or her death occurred after the completion of at least 25 years of service in the aggregate but prior to the attainment of the age of 50 years, three-fourths of the retirement allowance to which he or she would have been entitled under Section A8.596-2 if he or she had attained the age of 50 years on the date of his or her death shall be continued throughout life or until remarriage to his or her surviving spouse; or
- (c) if his or her death occurred after retirement for disability by reason of injury received in, or illness caused by performance of duty, his or her retirement allowance as it was at his or her death shall be continued throughout life or until remarriage, to his or her surviving spouse, except that, if death occurred prior to qualification for service retirement allowance, the allowance continued shall be adjusted upon the date of which said member would have qualified for service retirement, in the same manner as it would have been adjusted had the member not died; or
- (d) if his or her death occurred after completion of at least 10 years of service in the aggregate, computed as provided in Section A8.596-10, an allowance in an amount equal to the retirement allowance to which the member would have been entitled pursuant to Section A8.596-3 if he or she had retired on the date of death because of incapacity for performance of duty resulting from a cause other than bodily injury received in, or illness caused by performance of duty shall be paid throughout life or until remarriage to his or her surviving spouse.

If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, to contin-

ue until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children under age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however, shall be paid under this section to a surviving spouse unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death if he or she had not retired, or unless he or she was married to the member at least one year prior to his or her death if he or she had retired.

As used in this section and Section A8.596-4, "surviving spouse" shall mean and include a surviving spouse, and shall also mean and include a spouse who has remarried since the death of the member, but whose remarriage has been terminated by death, divorce or annulment within five years after the date of such remarriage and who has not thereafter again remarried.

The surviving spouse, in the event of death of the member after qualification for but before service retirement, may elect before the first payment of the allowance, to receive the benefit provided in Section A8.596-8, in lieu of the allowance which otherwise would be continued to him or her under this section. If there is no surviving spouse, the guardian of the eligible child or children may make such election, and if there are no such children, the dependent parent or parents may make such election. "Qualified for service retirement," "Qualification for service retirement" or "Qualified as to age and service for retirement," as used in this section and other sections to which persons who are members under Section A8.596 are subject, shall mean completion of 25 years of service and attainment of age 50, said service to be computed under Section A8.596-10.

### **A8.596-6 ADJUSTMENT OF ALLOWANCES**

Every retirement or death allowance payable to or on account of any member under Section A8.596 shall be increased or decreased as of January 1, 2003, and thereafter on the effective date of any legislation fixing the rates of compensation for firefighters under section A8.590-1 et seq. of this charter by an amount equal to 50 percent of any increase or decrease, respectively, in the rate of remuneration attached to the rank or position upon which such retire-

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

ment or death allowance was based; provided, however, that no allowance shall be reduced below the amount being received by a member or his or her beneficiary on January 1, 2003, or on the date such member or beneficiary began to receive the allowance, whichever is later.

### **A8.596-7 ADJUSTMENT FOR COMPENSATION PAYMENTS**

That portion of any allowance payable because of the death or retirement of any member of the fire department which is provided by contributions of the City and County, shall be reduced, by the amount of any benefits other than medical benefits, payable by the City and County to or on account of such person, under any workers' compensation law or any other general law and because of the injury or illness resulting in said death or retirement. Such portion which is paid because of death or retirement which resulted from injury received in or illness caused by performance of duty, shall be considered as in lieu of all benefits, other than medical benefits, payable to or on account of such person under such law and shall be in satisfaction and discharge of the obligation of the City and County to pay such benefits.

### **A8.596-8 DEATH BENEFIT**

If a member of the fire department shall die, before retirement from causes other than an injury received in or illness caused by the performance of duty, or regardless of cause, if no allowance shall be payable under Section A8.596-4 or A8.596-5 preceding, a death benefit shall be paid to his or her estate or designated beneficiary, the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system. Upon the death of a member after retirement and regardless of the cause of death, a death benefit shall be paid to his or her estate or designated beneficiary the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system.

### **A8.596-9 REFUNDS AND REDEPOSITS**

Should any member of the fire department cease to be employed as such a member, through any cause other than death or retirement or transfer to another office or department, all of his or her contributions, with interest credited thereon, shall be refunded to him or her subject to the conditions prescribed by the board of supervisors to govern similar terminations of employment of other members of the retirement system. If he or she shall again become a member of the department, he or she shall redeposit in the retirement fund, the amount refunded to him or her. Should a member of the fire department become an employee of any other office or department, his or her accumulated contribution account shall be

adjusted by payments to or from him or her as the case may be to make the accumulated contributions credited to him or her at the time of change, equal to the amount which would have been credited to him or her if he or she had been employed in said other office or department at the rate of compensation received by him or her in the fire department and he or she shall receive credit for service for which said contributions were made, according to the charter section under which his or her membership in the retirement system continues.

### **A8.596-10 COMPUTATION OF SERVICE**

The following time shall be included in the computation of the service to be credited to a member of the fire department for the purposes of determining whether such member qualified for retirement and calculating benefits, excluding, however, any time, the contributions for which were withdrawn by said member upon termination of his or her service while he or she was a member under any other charter section, and not redeposited upon reentry into service:

- (a) Time during and for which said member is entitled to receive compensation because of services as a member of the police or fire department.
- (b) Time during which said member is absent from a status included in Subsection (a) next preceding, by reason of service in the armed forces of the United States of America, or by reason of any other service included in Sections A8.520 and A8.521 of the charter, during any war in which the United States was or shall be engaged or during other national emergency, and for which said member contributed or contributes to the retirement system or for which the City and County contributed or contributes on his or her account.

### **A8.596-11 SOURCES OF FUNDS**

All payments provided for members under Section A8.596 shall be made from funds derived from the following sources, plus interest earned on said funds:

- (a) There shall be deducted from each payment of compensation made to a member under Section A8.596 a sum equal to seven percent of such payment of compensation. The sum so deducted shall be paid forthwith to the retirement system. Said contribution shall be credited to the individual account of the member from whose salary it was deducted, and the total of said contributions, together with interest credited thereon in the same manner as is prescribed by the board of supervisors for crediting interest to contributions of other members of the retirement system, shall be applied to provide part of the retirement allowance granted to, or allowance granted on account of said member, or shall be paid to said member or his or her estate or beneficiary as provided in Section A8.596-

8, A8.596-9 and A8.596-10. A member's individual account under Section A8.596 shall include all monies previously credited to the member's account under Section A8.585.

- (b) The dependent contributions of each member under this section which shall be required of each member throughout his or her membership in addition to the normal contributions, and in the same manner as normal contributions, shall be such as, on the average for such member, will provide, assuming service without interruption under Section A8.596-2, and upon he or she first qualifying as to age and service for retirement under that section, one-third of the portion of his or her allowance, which is to be continued under Section A8.596-5 after his or her death and throughout the life of a surviving spouse whose age at said death is three years less than the age of said member. If, at the date of retirement for service or retirement for disability resulting from injury received in the performance of duty, said member has no spouse who would qualify for the continuance of the allowance to him or her after the death of said member, or upon retirement for disability resulting from other causes, regardless of his or her marital conditions, the dependent contributions with accumulated interest thereon, shall be paid to him or her forthwith. The dependent rate of contribution, however, shall not exceed the difference between seven percent and the member's normal rate of contribution, and said dependent rate may be taken as a flat percentage of the member's normal rate, regardless of the age of qualification for service retirement.
- (c) The City and County shall contribute to the retirement system such amounts as may be necessary, when added to the contributions referred to in Subsection (a) of this Section A8.596-11, to provide the benefits payable to members under Section A8.596. Such contributions of the City and County to provide the portion of the benefits hereunder shall be made in annual installments, and the installment to be paid in any year shall be determined by the application of a percentage to the total compensation paid during said year to persons who are members under Section A8.596 in accordance with the provisions of Section A8.510.
- (d) To promote the stability of the retirement system through a joint participation in the result of variations in the experience under mortality, investment and other contingencies, the contributions of both members and the City and County held by the

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system to provide benefits for members under Section A8.596, shall be a part of the fund in which all other assets of said system are included.

(e) Any year in which, based upon the retirement system's annual actuarial valuation, the employer contribution rate exceeds 0%, the employee organizations representing safety members shall jointly meet and confer with city representatives to implement a cost sharing arrangement between the city and employee organizations. Such arrangement will effect a material reduction of the cost impact of employer contributions on the city's general fund.

The dollar value of the cost sharing arrangement shall not exceed the total annual cost to the retirement system of improving the police and fire safety retirement plans to the 3%@55 benefit level or the total employer contribution required by the retirement system, whichever is lesser. Such cost sharing arrangement shall not require an employee contribution in excess of the limits set elsewhere in this charter.

The meet and confer process, including all impasse procedures under section A8.590-1 et seq., shall be concluded not later than April 1st except by mutual agreement of the parties. The cost sharing arrangement must be finalized to permit implementation effective July 1.

The retirement board's authority under charter section 12.100 and in section A8.510 concerning the annual setting of the rates of contribution are not subject to the meet and confer process, including all impasse procedures under section A8.590-1 et seq.

### **A8.596-12 RIGHT TO RETIRE**

Upon the completion of the years of service set forth in Section A8.596-2 as requisite to retirement, a member of the fire department shall be entitled to retire at any time thereafter in accordance with the provisions of said Section A8.596-2, and nothing shall deprive said member of said right.

### **A8.596-13 LIMITATION IN EMPLOYMENT DURING RETIREMENT**

Except as otherwise provided in Section A 8.511 of this charter, no person retired as a member under Section A8.596 for service or disability and entitled to receive a retirement allowance under the retirement system shall serve in any elective or appointive position in the City and County service, including membership on boards and commissions, nor shall such person receive any payment for service rendered to the City and County after retirement, provided that service as an election officer or juror, or in the preparation for, or the giving of, testimony as an expert witness for or on behalf of the City and County of San Francisco before any court or legislative body shall not be affected by this section.

### **A8.596-14 VESTING**

Notwithstanding any provisions of this charter to the contrary, should any member of the fire department who is a member of the Retirement System under Charter Section A8.596 with five years of credited service, cease to be so employed, through any cause other than death or retirement, he or she shall have the right to elect, without right of revocation and within 90 days after termination of said service, to allow his or her accumulated contributions including interest to remain in the retirement fund and to receive a retirement allowance equal to the percent set forth in Section A8.596-2 opposite his or her age at retirement, for each year of service multiplied against the final compensation of said member, calculated at termination, payable beginning no earlier than age 50. The provisions of Section A8.596-14 shall not apply to any members of the retirement system under Section A8.585 who terminated before January 1, 2003 or their continuants. No vesting retirement allowance under this section shall exceed ninety (90%) percent of the member's final compensation.

Any member of the fire department convicted of a crime involving moral turpitude committed in connection with his or her duties as a member of the fire department shall, upon termination of his or her employment pursuant to the provisions of this charter, forfeit all right to any benefits under this section except refund of his or her accumulated contributions.

Every retirement or death allowance payable to or on account of any member under Section A8.596-14 shall be adjusted in accordance with the provisions of Section A8.596-6 provided that if the member's accrued service credit is less than 25 years the Section A8.596-6 adjustment will be multiplied by a fraction where the denominator is 25 and the numerator is equal to the member's accrued service credit at the date of termination.

### **A8.597 MEMBERS OF THE POLICE DEPARTMENT ON JANUARY 1, 2003 WHO ARE MEMBERS OF THE RETIREMENT SYSTEM UNDER CHARTER SECTION A8.586, AND MEMBERS OF THE POLICE DEPARTMENT AFTER JANUARY 1, 2003.**

Members of the police department on January 1, 2003 who are members of the retirement system under Section A8.586, and persons who become members of the police department, as defined in Section A8.597-1, after January 1, 2003, shall be members of the retirement system subject to the provisions of Sections A8.597 through A8.597-15 (which shall apply only to members under Section A8.597) in addition to the provisions contained in Sections 12.100 to 12.103 and Sections 8.500, 8.510, 8.520 and 8.526 of this charter, notwithstanding the provisions of any other section of this charter, and shall not be subject to any of the provisions of Sections A8.586 of this charter.

The provisions of section A8.597 shall not apply to any member of the retirement system

under section A8.586 who separated from service, retired or died before January 1, 2003, or to his or her continuant; provided, however, that the provisions of section A8.597-2 shall apply to the adjustment required in Sections A8.586-3, A8.586-4 and A8.586-5 for a retired member or his or her surviving spouse or continuant when the retired member would not have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years until after January 1, 2003.

### **A8.597-1 DEFINITIONS**

The following words and phrases as used in this Section, Section A8.597 and Section A8.597-2 through A8.597-14, unless a different meaning is plainly required by the context, shall have the following meanings:

"Retirement allowance," "death allowance" or "allowance," shall mean equal monthly payments, beginning to accrue upon the date of retirement, or upon the day following the date of death, as the case may be, and continuing for life unless a different term of payment is definitely provided by the context.

"Compensation," as distinguished from benefits under the Workers' Compensation Insurance and Safety Act of the State of California, shall mean the remuneration payable in cash, by the City and County, without deduction except for absence from duty, for time during which the individual receiving such remuneration is a member of the police department, but excluding remuneration paid for overtime.

Subject to the requirement that it be payable in cash and that overtime be excluded, "compensation" for pension purposes may be defined in a collective bargaining agreement. Provided, however, that for retirement purposes, any increase in compensation attached to a rank which is based solely upon the possession of a POST certificate, compared to the equivalent rank without a POST certificate, shall be subject to the following limitations:

- (a) for possession of the intermediate POST certificate, no more than 4% shall be included in compensation,
- (b) for possession of the advanced POST certificate, no more than an additional 2% over the maximum provided in subsection (a), above, shall be included in compensation. These limits shall apply to any pay increments which are solely attributable to the possession of a POST certificate, including but not limited to premiums or special ranks which may be established in the future and which are solely attributable to the possession of a POST certificate.

"Compensation earnable" shall mean the compensation which would have been earned had the member received compensation without interruption throughout the period under con-

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sideration and at the rates of remuneration attached at that time to the ranks or positions held by him or her during such period, it being assumed that during any absence, he or she was in the rank or position held by him or her at the beginning of the absence, and that prior to becoming a member of the police department, he or she was in the rank or position first held by him or her in such department.

"Benefit" shall include "allowance," "retirement allowance," "death allowance" and "death benefit."

"Final compensation" shall mean the average monthly compensation earnable by a member during any one year of credited service in which his or her average compensation is the highest.

For purposes of calculation of final compensation, any increase in pay solely attributable to possession of a POST certificate shall be included only if the member possesses the qualifying POST certificate for a period of not less than four (4) years prior to his or her retirement date; provided, however, that should a member possess the qualifying POST certificate for a period of time less than four (4) years prior to retirement, final compensation shall be calculated based upon the monthly compensation in the next lower rank not requiring possession of the qualifying POST certificate.

For the purpose of Section A8.597 through A8.597-14, the terms "member of the police department," "member of the department," or "member" shall mean any member of the police department on January 1, 2003 who was an active member of the retirement system under Section A8.586, and any officer or employee of the police department employed after January 1, 2003 who was or shall be subject to the charter provisions governing entrance requirements of members of the uniformed force of said department and said terms shall further mean persons employed after January 1, 2003 at an age not greater than the maximum age then prescribed for entrance into employment in said uniformed force, to perform duties now performed under the titles of criminologist, photographer, police woman or jail matron; provided, however, that said terms shall not include any person who has not satisfactorily completed such course of training as may be required by the police department prior to assignment to active duty with said department.

"Retirement system" or "system" shall mean San Francisco City and County Employees' Retirement System as created in Section A8.500 of the charter.

"Retirement board" shall mean "retirement board" as created in Section 3.670 of the charter.

"Charter" shall mean the charter of the City and County of San Francisco.

Words used in the masculine gender shall include the feminine and neuter gender, words used in the feminine gender shall include the masculine and neuter gender, and singular numbers shall include the plural and the plural the singular.

"Interest" shall mean interest at the rate adopted by the retirement board.

### **A8.597-2 SERVICE RETIREMENT**

Any member of the police department who completes at least five years of service in the aggregate and attains the age of fifty (50) years, said service to be computed under Section A8.597-10, may retire for service at his or her option. A member retired after meeting the service and age requirements in the preceding sentence, shall receive a retirement allowance equal to the percent of final compensation (as defined in Section A8.597-1) set forth below opposite his or her age at retirement, taken to the preceding completed quarter year, for each year of service, as computed under Section A8.597-10:

<u>Retirement Age</u>	<u>Percent for Each Year of Credited Service</u>
50	2.400
50.25	2.430
50.5	2.460
50.75	2.490
51	2.520
51.25	2.550
51.5	2.580
51.75	2.610
52	2.640
52.25	2.670
52.5	2.700
52.75	2.730
53	2.760
53.25	2.790
53.5	2.820
53.75	2.850
54	2.880
54.25	2.910
54.5	2.940
54.75	2.970
55+	3.000

In no event, however, shall such a retirement allowance exceed ninety (90) percent of a member's final compensation.

### **A8.597-3 RETIREMENT FOR INCAPACITY**

Any member of the police department who becomes incapacitated for the performance of his or her duty by reason of any bodily injury received in, or illness caused by the performance of his or her duty, shall be retired. If he or she is not qualified for service retirement, he or she shall receive a retirement allowance in an amount which shall be equal to the same percentage of the final compensation of said member, as defined in Section A8.597-1, as his or her percentage of disability is determined to be. The percentage of disability shall be as determined by the Workers' Compensation Appeals Board of the State of California upon referral from the retirement board for that purpose; provided that the retirement board may, by five affirmative votes, adjust the percentage of disability as determined by said appeals board:

and provided, further, that such retirement allowance shall be in an amount not less than 50 percent nor more than 90 percent of the final compensation of said member, as defined in Section A8.597-1. Said allowance shall be paid to him or her until the date upon which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years had he or she lived and rendered service without interruption in the rank held by him or her at retirement, and after said date the allowance payable shall be equal to the retirement allowance said member would have received if retired for service on said date based on the final compensation, as defined in Section A8.597-1, he or she would have received immediately prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 50 percent of such final compensation.

If, at the time of retirement because of disability, he or she is qualified as to age and service for retirement under Section A8.597-2, he or she shall receive an allowance equal to the retirement allowance which he or she would receive if retired under Section A8.597-2, but not less than 50 percent of said final compensation. Any member of the police department who becomes incapacitated for performance of his or her duty by reason of a cause not included under the provisions of the immediately preceding sentences, and who shall have completed at least 10 years of service in the aggregate, computed as provided in Section A8.597-10, shall be retired upon an allowance of 1-1/2 percent of the final compensation of said member as defined in Section A8.597-1 for each year of service, provided that said allowance shall not be less than 33-1/3 percent of said final compensation. The question of retiring a member under this section may be brought before the retirement board on said board's own motion, by recommendation of the police commission or by said member or his or her guardian. If his or her disability shall cease, his or her retirement allowance shall cease and he or she shall be restored to the service in the rank he or she occupied at the time of his or her retirement.

### **A8.597-4 DEATH ALLOWANCE**

If a member of the police department shall die before or after retirement by reason of an injury received in, or illness caused by the performance of his or her duty, a death allowance, in lieu of any allowance, payable under any other section of the charter or by ordinance, on account of death resulting from injury received in or illness caused by the performance of duty, shall be paid, beginning on the date next following the date of death, to his or her surviving spouse throughout his or her life or until his or her remarriage. If the member, at the time of

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death, was qualified for service retirement, but he or she had not retired, the allowance payable shall be equal to three-fourths of the retirement allowance which the member would have received if he or she had been retired for service on the date of death, but such allowance shall not be less than 50 percent of the final compensation earnable by said member immediately preceding death. If death occurs prior to qualification for service retirement, the allowance payable shall be equal to the compensation of said member at the date of death, until the date upon which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years, had he or she lived and rendered service without interruption in the rank held by him or her at death, and after said date the allowance payable shall be equal to three-fourths of the retirement allowance said member would have received if retired for service on said date, based on the final compensation he or she would have received prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 50 percent of such final compensation. If he or she had retired prior to death, for service or for disability resulting from injury received in, or illness caused by the performance of duty, the allowance payable shall be equal to three-fourths of the retirement allowance of the member, except that if he or she was a member under Section A8.597 and retirement was for such disability, and if death occurred prior to qualification for the service retirement allowance, the allowance continued shall be adjusted upon the date at which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years, in the same manner as it would have been adjusted had the member not died.

If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children under the age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however, shall be paid under this section to a surviving spouse following the death of a member unless he or she was mar-

ried to the member prior to the date of the injury or onset of the illness which results in death.

### **A8.597-5 PAYMENT TO SURVIVING DEPENDENTS**

Upon the death of a member of the police department resulting from any cause other than an injury received in, or illness caused by performance of duty,

- (a) if the death occurred after qualification for service retirement under Section A8.597-2, or after retirement service or because of disability which result from any cause other than an injury received in, or illness caused by performance of duty one-half of the retirement allowance to which the member would have been entitled if he or she had retired for service at the date of death or one-half of the retirement allowance as it was at his or her death, as the case may be, shall be continued throughout his or her life or until remarriage to his or her surviving spouse, or
- (b) if his or her death occurred after the completion of at least 25 years of service in the aggregate but prior to the attainment of the age of 50 years, one-half of the retirement allowance to which he or she would have been entitled under Section A8.597-2 if he or she had attained the age of 50 years on the date of his or her death shall be continued throughout life or until remarriage to his or her surviving spouse, or
- (c) if his or her death occurred after retirement for disability by reason of injury received in or illness caused by performance of duty, three-fourths of his or her retirement allowance as it was at his or her death shall be continued throughout life or until remarriage to his or her surviving spouse, except that, if death occurred prior to qualification for service retirement allowance, the allowance continued shall be adjusted upon the date on which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years, in the same manner as it would have been adjusted had the member not died, or
- (d) if his or her death occurred after completion of at least 10 years of service in the aggregate, computed as provided in Section A8.597-10, an allowance in an amount equal to the retirement allowance to which the member would have been entitled pursuant to Section A8.597-3 if he or she had retired on the date of death because of incapacity for performance of duty shall be paid throughout life or until remarriage to his or her surviving spouse. If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of

such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, to continue until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children, under age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however shall be paid under this section to a surviving spouse unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death if he or she had not retired, or unless he or she was married to the member at least one year prior to his or her retirement if he or she had retired.

As used in this section and Section A8.597-4 "surviving spouse" shall mean and include a surviving spouse, and shall also mean and include a spouse who has remarried since the death of the member, but whose remarriage has been terminated by death, divorce or annulment within five years after the date of such remarriage and who has not thereafter again remarried.

The surviving spouse, in the event of death of the member after qualification for, but before service retirement, may elect before the first payment of the allowance, to receive the benefit provided in Section A8.597-8, in lieu of the allowance which otherwise would be continued to him or her under this section. If there is no surviving spouse, the guardian of the eligible child or children may make such election, and if there are no such children, the dependent parent or parents may make such election. "Qualified for service retirement," "qualification for service retirement" or "qualified as to age and service for retirement," as used in this section and other sections to which persons who are members under Section A8.597 are subject, shall mean completion of 25 years of service and attainment of age 50, said service to be computed under Section A8.597-10.

### **A8.597-6 ADJUSTMENT OF ALLOWANCES**

Every retirement or death allowance payable

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

to or on account of any member under Section A8.597 shall be adjusted in accordance with the provisions of Subsection (b) of Section A8.526 of this charter.

### **A8.597-7 ADJUSTMENT FOR COMPENSATION PAYMENTS**

That portion of any allowance payable because of the death or retirement of any member of the police department which is provided by contributions of the City and County, shall be reduced, by the amount of any benefits other than medical benefits, payable by the City and County to or on account of such person, under any workers' compensation law or any other general law and because of the injury or illness resulting in said death or retirement. Such portion which is paid because of death or retirement which resulted from injury received in, or illness caused by performance of duty, shall be considered as in lieu of all benefits, other than medical benefits, payable to or on account of such person under such law and shall be in satisfaction and discharge of the obligation of the City and County to pay such benefits.

### **A8.597-8 DEATH BENEFIT**

If a member of the police department shall die, before retirement from causes other than an injury received in, or illness caused by the performance of duty, or regardless of cause if no allowance shall be payable under Section A8.597-4 or A8.597-5 preceding, a death benefit shall be paid to his or her estate or designated beneficiary, the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system. Upon the death of a member after retirement and regardless of the cause of death, a death benefit shall be paid to his or her estate or designated beneficiary the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system.

### **A8.597-9 REFUNDS AND REDEPOSITS**

Should any member of the police department cease to be employed as such a member, through any cause other than death or retirement or transfer to another office or department, all of his or her contributions, with interest credited thereon, shall be refunded to him or her subject to the conditions prescribed by the board of supervisors to govern similar terminations of employment of other members of the retirement system. If he or she shall again become a member of the department, he or she shall redeposit in the retirement fund the amount refunded to him or her. Should a member of the police department become an employee of any other office or department, his or her accumulated contribution account shall be adjusted by payments to or from him or her as the case may be to make the accumulated

contributions credited to him or her at the time of change equal to the amount which would have been credited to him or her if he or she had been employed in said other office or department at the rate of compensation received by him or her in the police department and he or she shall receive credit for service for which said contributions were made, according to the charter section under which his or her membership in the retirement system continues.

### **A8.597-10 COMPUTATION OF SERVICE**

The following time shall be included in the computation of the service to be credited to a member of the police department for the purposes of determining whether such member qualified for retirement and calculating benefits, excluding, however, any time, the contributions for which were withdrawn by said member upon termination of his or her service while he or she was a member under any other charter section, and not redeposited upon re-entry into service:

- (a) Time during and for which said member is entitled to receive compensation because of services as a member of the police or fire department.
- (b) Time prior to January 1, 2003, during which said member was entitled to receive compensation while a member of the police or fire department under any other section of the charter, provided that accumulated contributions on account of such service previously refunded are redeposited with interest from the date of refund to the date of redeposit, at times and in the manner fixed by the retirement board; and solely for the purpose of determining qualification for retirement under Section A8.597-3 for disability not resulting from injury received in or illness caused by performance of duty, time during which said member serves and receives compensation because of services rendered in other offices and departments.
- (c) Time during which said member is absent from a status included in Subsection (a) next preceding, by reason of service in the armed forces of the United States of America, or by reason of any other service included in Sections A8.520 and A8.521 of the charter, during any war in which the United States was or shall be engaged or during other national emergency, and for which said member contributed or contributes to the retirement system or for which the City and County contributed or contributes on his or her account.

### **A8.597-11 SOURCES OF FUNDS**

All payments provided for members under Section A8.597 shall be made from funds derived from the following sources, plus interest earned on said funds:

- (a) There shall be deducted from each payment of compensation made to a member under Section A8.597 a sum equal to

seven percent of such payment of compensation. The sum so deducted shall be paid forthwith to the retirement system. Said contribution shall be credited to the individual account of the member from whose salary it was deducted, and the total of said contributions, together with interest credited thereon in the same manner as is prescribed by the board of supervisors for crediting interest to contributions of other members of the retirement system, shall be applied to provide part of the retirement allowance granted to, or allowance granted on account of said member, or shall be paid to said member or his or her estate or beneficiary as provided in Section A8.597-8, A8.597-9 and A8.597-10. A member's individual account under Section A8.597 shall include all monies previously credited to the member's account under Section A8.586.

- (b) The City and County shall contribute to the retirement system such amounts as may be necessary, when added to the contributions referred to in Subsection (a) of this Section A8.597-11, to provide the benefits payable to members under Section A8.597. Such contributions of the City and County to provide the portion of the benefits hereunder shall be made in annual installments, and the installment to be paid in any year shall be determined by the application of a percentage to the total compensation paid during said year to persons who are members under Section A8.597 in accordance with the provisions of Section A8.510.
- (c) To promote the stability of the retirement system through a joint participation in the result of variations in the experience under mortality, investment and other contingencies, the contributions of both members and the City and County held by the system to provide benefits for members under Section A8.597, shall be a part of the fund in which all other assets of said system are included.
- (d) Any year in which, based upon the retirement system's annual actuarial valuation, the employer contribution rate exceeds 0%, the employee organizations representing safety members shall jointly meet and confer with city representatives to implement a cost sharing arrangement between the city and employee organizations. Such arrangement will effect a material reduction of the cost impact of employer contributions on the city's general fund.

The dollar value of the cost sharing arrangement shall not exceed the total annual cost to the retirement system of improving the police and fire safety retirement plans to the 3%@55

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

benefit level or the total employer contribution required by the retirement system, whichever is lesser. Such cost sharing arrangement shall not require an employee contribution in excess of the limits set elsewhere in this charter.

The meet and confer process, including all impasse procedures under section A8.590-1 et seq., shall be concluded not later than April 1st except by mutual agreement of the parties. The cost sharing arrangement must be finalized to permit implementation effective July 1.

The retirement board's authority under charter section 12.100 and in section A8.510 concerning the annual setting of the rates of contribution are not subject to the meet and confer process, including all impasse procedures under section A8.590-1 et seq.

### **A8.597-12 RIGHT TO RETIRE**

Upon the completion of the years of service set forth in Section A8.597-2 as requisite to retirement, a member of the police department shall be entitled to retire at any time thereafter in accordance with the provisions of said Section A8.597-2, and, except as provided in the following paragraph, nothing shall deprive said member of said right.

Any member of the police department convicted of a crime involving moral turpitude committed in connection with his or her duties as a member of the police department shall, upon termination of his or her employment pursuant to the provisions of this charter, forfeit all rights to any benefits under the retirement system except refund of his or her accumulated contributions; provided, however, that if such member is qualified for service retirement by reason of service and age under the provisions of Section A8.597-2, he or she shall have the right to elect, without right of revocation and within 90 days of the termination of his or her employment, whether to withdraw all of his or her accumulated contributions or to receive as his or her sole benefit under the retirement system an annuity which shall be the actuarial equivalent of his or her accumulated contributions at the time of such termination of employment.

### **A8.597-13 LIMITATION ON EMPLOYMENT DURING RETIREMENT**

(a) Except as provided in Section A8.511 of this charter and in Subsection (b) of this section, no person retired as a member under Section A8.597 for service or disability and entitled to receive a retirement allowance under the retirement system shall be employed in any capacity by the City and County, nor shall such person receive any payment for services rendered to the City and County after retirement.

(b)(1) Service as an election officer or juror, or in the preparation for, or giving testimony as an expert witness for or on behalf of the City and County before any court or legislative body shall be affected by the provisions of Subsection

(a) of this section.

(2) The provisions of Subsection (a) shall not prevent such retired person from serving on any board or commission of the City and County and receiving the compensation for such office, provided said compensation does not exceed \$100 per month.

(3) If such retired person is elected or appointed to a position or office which subjects him or her to membership in the retirement system under Section A8.597, he or she shall re-enter membership under Section A8.597 and his or her retirement allowance shall be cancelled immediately upon his or her re-entry. The provisions of Subsection (a) of this section shall not prevent such person from receiving the compensation for such position or office. The rate of contributions of such member shall be the same as that for other members under Section A8.597. Such member's individual account shall be credited with an amount which is the actuarial equivalent of his or her annuity at the time of his or her re-entry, but the amount thereof shall not exceed the amount of his or her accumulated contributions at the time of his or her retirement. Such member shall also receive credit for his or her service as it was at the time of his or her retirement.

(c) Notwithstanding any provision of this charter to the contrary, should any person retired for disability engage in a gainful occupation prior to attaining the age of 55 years, the retirement board shall reduce that part of his or her monthly retirement allowance which is provided by contributions of the City and County to an amount which, when added to the amount of the compensation earnable, at the time he or she engages in the gainful occupation, by such person if he or she held the position which he or she held at the time of his or her retirement, or, if that position has been abolished, the compensation earnable by the member if he or she held the position from which he or she was retired immediately prior to its abolishment.

### **A8.597-14 CONFLICTING CHARTER PROVISIONS**

Any section or part of any section in this charter, insofar as it should conflict with the provisions of Section A8.597 through A8.597-15 or with any part thereof, shall be superseded by the contents of said sections. In the event that any word, phrase, clause or section of said sections shall be adjudged unconstitutional, the remainder thereof shall remain in full force and effect.

### **A8.597-15 VESTING**

Notwithstanding any provisions of this charter to the contrary, should any member of the police department who is a member of the

Retirement System under Charter Section A8.597 with five years of credited service, cease to be so employed, through any cause other than death or retirement, he or she shall have the right to elect, without right of revocation and within 90 days after termination of said service, to allow his or her accumulated contributions including interest to remain in the retirement fund and to receive a retirement allowance equal to the percent set forth in Section A8.597-2 opposite his or her age at retirement, for each year of service multiplied against the final compensation of said member, calculated at termination, payable beginning no earlier than age 50. No vesting retirement allowance under this section shall exceed ninety (90%) percent of the member's final compensation. The provisions of Section A8.597-15 shall not apply to any members of the retirement system under Section A8.586 who terminated before January 1, 2003 or their continuants.

### **A8.598 MEMBERS OF THE FIRE DEPARTMENT ON JANUARY 1, 2003 WHO ARE MEMBERS OF THE RETIREMENT SYSTEM UNDER CHARTER SECTION A8.588, AND MEMBERS OF THE FIRE DEPARTMENT AFTER JANUARY 1, 2003.**

Members of the fire department on January 1, 2003 who are members of the retirement system under Section A8.588, and persons who become members of the fire department, as defined in Section A8.598-1, after January 1, 2003, shall be members of the retirement system subject to the provisions of Sections A8.598 through A8.598-15 (which shall apply only to members under Section A8.598) in addition to the provisions contained in Sections 12.100 to 12.103 and Sections 8.500, 8.510, 8.520 and 8.526 of this charter, notwithstanding the provisions of any other section of this charter, and shall not be subject to any of the provisions of Sections A8.588 of this charter.

The provisions of section A8.598 shall not apply to any member of the retirement system under section A8.588 who separated from service, retired or died before January 1, 2003, or to his or her continuant; provided, however, that the provisions of section A8.598-2 shall apply to the adjustment required in Sections A8.588-3, A8.588-4 and A8.588-5 for a retired member or his or her surviving spouse or continuant when the retired member would not have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years until after January 1, 2003.

### **A8.598-1 DEFINITIONS**

The following words and phrases as used in this Section, Section A8.598 and Section A8.598-2 through A8.598-14, unless a different meaning is plainly required by the context,

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shall have the following meanings:

"Retirement allowance," "death allowance" or "allowance," shall mean equal monthly payments, beginning to accrue upon the date of retirement, or upon the day following the date of death, as the case may be, and continuing for life unless a different term of payment is definitely provided by the context.

"Compensation," as distinguished from benefits under the Workers' Compensation Insurance and Safety Act of the State of California, shall mean the remuneration payable in cash, by the City and County, without deduction except for absence from duty, for time during which the individual receiving such remuneration is a member of the fire department, but excluding remuneration paid for overtime. Subject to the requirement that it be payable in cash and that overtime be excluded, "compensation" for pension purposes may be defined in a collective bargaining agreement.

"Compensation earnable" shall mean the compensation which would have been earned had the member received compensation without interruption throughout the period under consideration and at the rates of remuneration attached at that time to the ranks or positions held by him or her during such period, it being assumed that during any absence, he or she was in the rank or position held by him or her at the beginning of the absence, and that prior to becoming a member of the fire department, he or she was in the rank or position first held by him or her in such department.

"Benefit" shall include "allowance," "retirement allowance," "death allowance" and "death benefit."

"Final compensation" shall mean the average monthly compensation earnable by a member during any one year of credited service in which his or her average compensation is the highest.

For the purpose of Section A8.598 through A8.598-14, the terms "member of the fire department," "member of the department," or "member" shall mean any member of the fire department on January 1, 2003 who was an active member of the retirement system under Section A8.588, and any officer or employee of the fire department employed after January 1, 2003 who was or shall be subject to the charter provisions governing entrance requirements of members of the uniformed force of said department and said terms shall further mean persons employed after January 1, 2003 at an age not greater than the maximum age then prescribed for entrance into employment in said uniformed force, to perform duties now performed under the titles of pilot of fireboats, or marine engineer of fireboats; provided, however, that said terms shall not include any person who has not satisfactorily completed such course of training as may be required by the fire department prior to assignment to active duty with said department.

"Retirement system" or "system" shall mean San Francisco City and County Employees'

Retirement System as created in Section A8.500 of the charter.

"Retirement board" shall mean "retirement board" as created in Section 3.670 of the charter.

"Charter" shall mean the charter of the City and County of San Francisco.

Words used in the masculine gender shall include the feminine and neuter gender; words used in the feminine gender shall include the masculine and neuter gender; and singular numbers shall include the plural and the plural the singular.

"Interest" shall mean interest at the rate adopted by the retirement board.

### **A8.598-2 SERVICE RETIREMENT**

Any member of the fire department who completes at least five years of service in the aggregate and attains the age of fifty (50) years, said service to be computed under Section A8.598-10, may retire for service at his or her option. A member retired after meeting the service and age requirements in the preceding sentence, shall receive a retirement allowance equal to the percent of final compensation (as defined in Section A8.598-1) set forth below opposite his or her age at retirement, taken to the preceding completed quarter year, for each year of service, as computed under Section A8.598-10:

<u>Retirement Age</u>	<u>Percent for Each Year of Credited Service</u>
50	2.400
50.25	2.430
50.5	2.460
50.75	2.490
51	2.520
51.25	2.550
51.5	2.580
51.75	2.610
52	2.640
52.25	2.670
52.5	2.700
52.75	2.730
53	2.760
53.25	2.790
53.5	2.820
53.75	2.850
54	2.880
54.25	2.910
54.5	2.940
54.75	2.970
55+	3.000

In no event, however, shall such a retirement allowance exceed ninety (90) percent of a member's final compensation.

### **A8.598-3 RETIREMENT FOR INCAPACITY**

Any member of the fire department who becomes incapacitated for the performance of his or her duty by reason of any bodily injury received in, or illness caused by the performance of his or her duty, shall be retired. If he or she is not qualified for service retirement, he or

she shall receive a retirement allowance in an amount which shall be equal to the same percentage of the final compensation of said member, as defined in Section A8.598-1, as his or her percentage of disability is determined to be. The percentage of disability shall be as determined by the Workers' Compensation Appeals Board of the State of California upon referral from the retirement board for that purpose; provided that the retirement board may, by five affirmative votes, adjust the percentage of disability as determined by said appeals board; and provided, further, that such retirement allowance shall be in an amount not less than 50 percent nor more than 90 percent of the final compensation of said member, as defined in Section A8.598-1. Said allowance shall be paid to him or her until the date upon which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years had he or she lived and rendered service without interruption in the rank held by him or her at retirement, and after said date the allowance payable shall be equal to the retirement allowance said member would have received if retired for service on said date based on the final compensation, as defined in Section A8.598-1, he or she would have received immediately prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 50 percent of such final compensation.

If, at the time of retirement because of disability, he or she is qualified as to age and service for retirement under Section A8.598-2, he or she shall receive an allowance equal to the retirement allowance which he or she would receive if retired under Section A8.598-2, but not less than 50 percent of said final compensation. Any member of the fire department who becomes incapacitated for performance of his or her duty by reason of a cause not included under the provisions of the immediately preceding sentences, and who shall have completed at least 10 years of service in the aggregate, computed as provided in Section A8.598-10, shall be retired upon an allowance of 1-1/2 percent of the final compensation of said member as defined in Section A8.598-1 for each year of service, provided that said allowance shall not be less than 33-1/3 percent of said final compensation. The question of retiring a member under this section may be brought before the retirement board on said board's own motion, by recommendation of the fire commission or by said member or his or her guardian. If his or her disability shall cease, his or her retirement allowance shall cease and he or she shall be restored to the service in the rank he or she occupied at the time of his or her retirement.

### **A8.598-4 DEATH ALLOWANCE**

If a member of the fire department shall die

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

before or after retirement by reason of an injury received in, or illness caused by the performance of his or her duty, a death allowance, in lieu of any allowance, payable under any other section of the charter or by ordinance, on account of death resulting from injury received in or illness caused by the performance of duty, shall be paid, beginning on the date next following the date of death, to his or her surviving spouse throughout his or her life or until his or her remarriage. If the member, at the time of death, was qualified for service retirement, but he or she had not retired, the allowance payable shall be equal to three-fourths of the retirement allowance which the member would have received if he or she had been retired for service on the date of death, but such allowance shall not be less than 50 percent of the final compensation earnable by said member immediately preceding death. If death occurs prior to qualification for service retirement, the allowance payable shall be equal to the compensation of said member at the date of death, until the date upon which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years, had he or she lived and rendered service without interruption in the rank held by him or her at death, and after said date the allowance payable shall be equal to three-fourths of the retirement allowance said member would have received if retired for service on said date, based on the final compensation he or she would have received prior to said date, had he or she lived and rendered service as assumed, but such allowance shall not be less than 50 percent of such final compensation. If he or she had retired prior to death, for service or for disability resulting from injury received in, or illness caused by the performance of duty, the allowance payable shall be equal to three-fourths of the retirement allowance of the member, except that if he or she was a member under Section A8.598 and retirement was for such disability, and if death occurred prior to qualification for the service retirement allowance, the allowance continued shall be adjusted upon the date at which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years, in the same manner as it would have been adjusted had the member not died.

If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children under the age of 18 years, but leave a child or children, regardless of age,

dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however, shall be paid under this section to a surviving spouse following the death of a member unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death.

### **A8.598-5 PAYMENT TO SURVIVING DEPENDENTS**

Upon the death of a member of the fire department resulting from any cause other than an injury received in, or illness caused by performance of duty,

- (a) if the death occurred after qualification for service retirement under Section A8.598-2, or after retirement service or because of disability which result from any cause other than an injury received in, or illness caused by performance of duty one-half of the retirement allowance to which the member would have been entitled if he or she had retired for service at the date of death or one-half of the retirement allowance as it was at his or her death, as the case may be, shall be continued throughout his or her life or until remarriage to his or her surviving spouse, or
- (b) if his or her death occurred after the completion of at least 25 years of service in the aggregate but prior to the attainment of the age of 50 years, one-half of the retirement allowance to which he or she would have been entitled under Section A8.598-2 if he or she had attained the age of 50 years on the date of his or her death shall be continued throughout life or until remarriage to his or her surviving spouse, or
- (c) if his or her death occurred after retirement for disability by reason of injury received in or illness caused by performance of duty, three-fourths of his or her retirement allowance as it was at his or her death shall be continued throughout life or until remarriage to his or her surviving spouse, except that, if death occurred prior to qualification for service retirement allowance, the allowance continued shall be adjusted upon the date on which said member would have completed at least twenty-five (25) years of service in the aggregate and attained the age of fifty (50) years, in the same manner as it would have been adjusted had the member not died, or
- (d) if his or her death occurred after completion of at least 10 years of service in the aggregate, computed as provided in

Section A8.598-10, an allowance in an amount equal to the retirement allowance to which the member would have been entitled pursuant to Section A8.598-3 if he or she had retired on the date of death because of incapacity for performance of duty shall be paid throughout life or until remarriage to his or her surviving spouse. If there is no surviving spouse entitled to an allowance hereunder, or if he or she dies or remarries before every child of such deceased member attains the age of 18 years, then the allowance which the surviving spouse would have received had he or she lived and not remarried shall be paid to his or her child or children under said age, collectively, to continue until every such child dies or attains said age, provided that no child shall receive any allowance after marrying or attaining the age of 18 years. Should said member leave no surviving spouse and no children, under age of 18 years, but leave a child or children, regardless of age, dependent upon him or her for support because partially or totally disabled and unable to earn a livelihood or a parent or parents dependent upon him or her for support, the child or children and the parents so dependent shall collectively receive a monthly allowance equal to that which a surviving spouse otherwise would have received, during such dependency. No allowance, however shall be paid under this section to a surviving spouse unless he or she was married to the member prior to the date of the injury or onset of the illness which results in death if he or she had not retired, or unless he or she was married to the member at least one year prior to his or her retirement if he or she had retired.

As used in this section and Section A8.598-4 "surviving spouse" shall mean and include a surviving spouse, and shall also mean and include a spouse who has remarried since the death of the member, but whose remarriage has been terminated by death, divorce or annulment within five years after the date of such remarriage and who has not thereafter again remarried.

The surviving spouse, in the event of death of the member after qualification for, but before service retirement, may elect before the first payment of the allowance, to receive the benefit provided in Section A8.598-8, in lieu of the allowance which otherwise would be continued to him or her under this section. If there is no surviving spouse, the guardian of the eligible child or children may make such election, and if there are no such children, the dependent parent or parents may make such election. "Qualified for service retirement," "qualifica-

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

tion for service retirement" or "qualified as to age and service for retirement," as used in this section and other sections to which persons who are members under Section A8.598 are subject, shall mean completion of 25 years of service and attainment of age 50, said service to be computed under Section A8.598-10.

### **A8.598-6 ADJUSTMENT OF ALLOWANCES**

Every retirement or death allowance payable to or on account of any member under Section A8.598 shall be adjusted in accordance with the provisions of Subsection (b) of Section A8.526 of this charter.

### **A8.598-7 ADJUSTMENT FOR COMPENSATION PAYMENTS**

That portion of any allowance payable because of the death or retirement of any member of the fire department which is provided by contributions of the City and County, shall be reduced, by the amount of any benefits other than medical benefits, payable by the City and County to or on account of such person, under any workers' compensation law or any other general law and because of the injury or illness resulting in said death or retirement. Such portion which is paid because of death or retirement which resulted from injury received in, or illness caused by performance of duty, shall be considered as in lieu of all benefits, other than medical benefits, payable to or on account of such person under such law and shall be in satisfaction and discharge of the obligation of the City and County to pay such benefits.

### **A8.598-8 DEATH BENEFIT**

If a member of the fire department shall die, before retirement from causes other than an injury received in, or illness caused by the performance of duty, or regardless of cause if no allowance shall be payable under Section A8.598-4 or A8.598-5 preceding, a death benefit shall be paid to his or her estate or designated beneficiary, the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system. Upon the death of a member after retirement and regardless of the cause of death, a death benefit shall be paid to his or her estate or designated beneficiary the amount of which and the conditions for the payment of which shall be determined in the manner prescribed by the board of supervisors for the death benefit of other members of the retirement system.

### **A8.598-9 REFUNDS AND REDEPOSITS**

Should any member of the fire department cease to be employed as such a member, through any cause other than death or retirement or transfer to another office or department, all of his or her contributions, with interest credited thereon, shall be refunded to him or her subject to the conditions prescribed by the board of supervisors to govern similar termina-

tions of employment of other members of the retirement system. If he or she shall again become a member of the department, he or she shall redepot in the retirement fund the amount refunded to him or her. Should a member of the fire department become an employee of any other office or department, his or her accumulated contribution account shall be adjusted by payments to or from him or her as the case may be to make the accumulated contributions credited to him or her at the time of change equal to the amount which would have been credited to him or her if he or she had been employed in said other office or department at the rate of compensation received by him or her in the fire department and he or she shall receive credit for service for which said contributions were made, according to the charter section under which his or her membership in the retirement system continues.

### **A8.598-10 COMPUTATION OF SERVICE**

The following time shall be included in the computation of the service to be credited to a member of the fire department for the purposes of determining whether such member qualified for retirement and calculating benefits, excluding, however, any time, the contributions for which were withdrawn by said member upon termination of his or her service while he or she was a member under any other charter section, and not redeposited upon re-entry into service:

- (a) Time during and for which said member is entitled to receive compensation because of services as a member of the police or fire department.
- (b) Time prior to January 1, 2003, during which said member was entitled to receive compensation while a member of the police or fire department under any other section of the charter, provided that accumulated contributions on account of such service previously refunded are redeposited with interest from the date of refund to the date of redeposit, at times and in the manner fixed by the retirement board; and solely for the purpose of determining qualification for retirement under Section A8.598-3 for disability not resulting from injury received in or illness caused by performance of duty, time during which said member serves and receives compensation because of services rendered in other offices and departments.
- (c) Time during which said member earned compensation as a paramedic with the fire department or department of public health, provided that the accumulated contributions on account of such service are transferred to his or her Section A8.598 account or, if previously refunded, are redeposited with interest from the date of refund to the date of redeposit, at times and in the manner fixed by the retirement board. The retirement board shall require that said member execute a waiver so that

any paramedic service covered by Section A8.598 is not also covered by other pension provisions in this charter. Members of the fire department on January 1, 2003, who are members of the retirement system under Section A8.598, shall execute and file said waiver on or before June 30, 2003. Persons who become members of the fire department, as defined in Section A8.598-1, after January 1, 2003, shall execute and file said waiver within 90 days after their effective date of membership. Failure to file a timely waiver shall bar any application to have such paramedic service treated as safety service under this subsection.

- (d) Time during which said member is absent from a status included in Subsection (a) next preceding, by reason of service in the armed forces of the United States of America, or by reason of any other service included in Sections A8.520 and A8.521 of the charter, during any war in which the United States was or shall be engaged or during other national emergency, and for which said member contributed or contributes to the retirement system or for which the City and County contributed or contributes on his or her account.

### **A8.598-11 SOURCES OF FUNDS**

All payments provided for members under Section A8.598 shall be made from funds derived from the following sources, plus interest earned on said funds:

- (a) There shall be deducted from each payment of compensation made to a member under Section A8.598 a sum equal to seven percent of such payment of compensation. The sum so deducted shall be paid forthwith to the retirement system. Said contribution shall be credited to the individual account of the member from whose salary it was deducted, and the total of said contributions, together with interest credited thereon in the same manner as is prescribed by the board of supervisors for crediting interest to contributions of other members of the retirement system, shall be applied to provide part of the retirement allowance granted to, or allowance granted on account of said member, or shall be paid to said member or his or her estate or beneficiary as provided in Section A8.598-8, A8.598-9 and A8.598-10. A member's individual account under Section A8.598 shall include all monies previously credited to the member's account under Section A8.588.
- (b) The City and County shall contribute to the retirement system such amounts as may be necessary, when added to the contributions referred to in Subsection (a) of

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

this Section A8.598-11, to provide the benefits payable to members under Section A8.598. Such contributions of the City and County to provide the portion of the benefits hereunder shall be made in annual installments, and the installment to be paid in any year shall be determined by the application of a percentage to the total compensation paid during said year to persons who are members under Section A8.598 in accordance with the provisions of Section A8.510.

(c) To promote the stability of the retirement system through a joint participation in the result of variations in the experience under mortality, investment and other contingencies, the contributions of both members and the City and County held by the system to provide benefits for members under Section A8.598, shall be a part of the fund in which all other assets of said system are included.

(d) Any year in which, based upon the retirement system's annual actuarial valuation, the employer contribution rate exceeds 0%, the employee organizations representing safety members shall jointly meet and confer with city representatives to implement a cost sharing arrangement between the city and employee organizations. Such arrangement will effect a material reduction of the cost impact of employer contributions on the city's general fund.

The dollar value of the cost sharing arrangement shall not exceed the total annual cost to the retirement system of improving the police and fire safety retirement plans to the 3%@55 benefit level or the total employer contribution required by the retirement system, whichever is lesser. Such cost sharing arrangement shall not require an employee contribution in excess of the limits set elsewhere in this charter.

The meet and confer process, including all impasse procedures under section A8.590-1 et seq., shall be concluded not later than April 1st except by mutual agreement of the parties. The cost sharing arrangement must be finalized to permit implementation effective July 1.

The retirement board's authority under charter section 12.100 and in section A8.510 concerning the annual setting of the rates of contribution are not subject to the meet and confer process, including all impasse procedures under section A8.590-1 et seq.

### **A8.598-12 RIGHT TO RETIRE**

Upon the completion of the years of service set forth in Section A8.598-2 as requisite to retirement, a member of the fire department shall be entitled to retire at any time thereafter in accordance with the provisions of said Section A8.598-2, and, except as provided in the following paragraph, nothing shall deprive said member of said right.

Any member of the fire department convicted of a crime involving moral turpitude committed

in connection with his or her duties as a member of the fire department shall, upon termination of his or her employment pursuant to the provisions of this charter, forfeit all rights to any benefits under the retirement system except refund of his or her accumulated contributions; provided, however, that if such member is qualified for service retirement by reason of service and age under the provisions of Section A8.598-2, he or she shall have the right to elect, without right of revocation and within 90 days of the termination of his or her employment, whether to withdraw all of his or her accumulated contributions or to receive as his or her sole benefit under the retirement system an annuity which shall be the actuarial equivalent of his or her accumulated contributions at the time of such termination of employment.

### **A8.598-13 LIMITATION ON EMPLOYMENT DURING RETIREMENT**

(a) Except as provided in Section A8.511 of this charter and in Subsection (b) of this section, no person retired as a member under Section A8.598 for service or disability and entitled to receive a retirement allowance under the retirement system shall be employed in any capacity by the City and County, nor shall such person receive any payment for services rendered to the City and County after retirement.

(b)(1) Service as an election officer or juror, or in the preparation for, or giving testimony as an expert witness for or on behalf of the City and County before any court or legislative body shall be affected by the provisions of Subsection (a) of this section.

(2) The provisions of Subsection (a) shall not prevent such retired person from serving on any board or commission of the City and County and receiving the compensation for such office, provided said compensation does not exceed \$100 per month.

(3) If such retired person is elected or appointed to a position or office which subjects him or her to membership in the retirement system under Section A8.598, he or she shall re-enter membership under Section A8.598 and his or her retirement allowance shall be cancelled immediately upon his or her re-entry. The provisions of Subsection (a) of this section shall not prevent such person from receiving the compensation for such position or office. The rate of contributions of such member shall be the same as that for other members under Section A8.598. Such member's individual account shall be credited with an amount which is the actuarial equivalent of his or her annuity at the time of his or her re-entry, but the amount thereof shall not exceed the amount of his or her accumulated contributions at the time of his or her

retirement. Such member shall also receive credit for his or her service as it was at the time of his or her retirement.

(c) Notwithstanding any provision of this charter to the contrary, should any person retired for disability engage in a gainful occupation prior to attaining the age of 55 years, the retirement board shall reduce that part of his or her monthly retirement allowance which is provided by contributions of the City and County to an amount which, when added to the amount of the compensation earnable, at the time he or she engages in the gainful occupation, by such person if he or she held the position which he or she held at the time of his or her retirement, or, if that position has been abolished, the compensation earnable by the member if he or she held the position from which he or she was retired immediately prior to its abolishment.

### **A8.598-14 CONFLICTING CHARTER PROVISIONS**

Any section or part of any section in this charter, insofar as it should conflict with the provisions of Section A8.598 through A8.598-15 or with any part thereof, shall be superseded by the contents of said sections. In the event that any word, phrase, clause or section of said sections shall be adjudged unconstitutional, the remainder thereof shall remain in full force and effect.

### **A8.598-15 VESTING**

Notwithstanding any provisions of this charter to the contrary, should any member of the fire department who is a member of the Retirement System under Charter Section A8.598 with five years of credited service, cease to be so employed, through any cause other than death or retirement, he or she shall have the right to elect, without right of revocation and within 90 days after termination of said service, to allow his or her accumulated contributions including interest to remain in the retirement fund and to receive a retirement allowance equal to the percent set forth in Section A8.598-2 opposite his or her age at retirement, for each year of service multiplied against the final compensation of said member, calculated at termination, payable beginning no earlier than age 50. No vesting retirement allowance under this section shall exceed ninety (90%) percent of the member's final compensation. The provisions of Section A8.598-15 shall not apply to any members of the retirement system under Section A8.588 who terminated before January 1, 2003 or their continuants.

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## LEGAL TEXT OF PROPOSITION H (CONTINUED)

### **A8.500-1 RECIPROCAL PENSION BENEFITS WITHIN THE RETIREMENT SYSTEM AND WITH OTHER PUBLIC PENSION PLANS**

Subject to the provisions of Section 8.500, the board of supervisors shall have the power to enact ordinances to establish reciprocal agreements with the Public Employees' Retirement System and other public agencies maintaining independent retirement systems for the purpose of extending reciprocal benefits to members of such systems as provided by state law. The board of supervisors and the retirement board shall have the power to perform all acts necessary to carry out the terms and purposes of such agreements.

Subject to the provisions of Section 8.500, the board of supervisors is further empowered to enact ordinances necessary to extend reciprocal rights to members who transfer between *retirement plans established by this Charter Sections 8.509, 8.559, 8.584, 8.585, 8.586, 8.588* provided that service under *any plan for miscellaneous members Sections 8.509 and 8.584* shall be used for qualification purposes only and not to calculate benefits under *any retirement plan for members of the police or fire departments Sections 8.559, 8.585, 8.586 and 8.588*. With the exception of those members who transferred pursuant to Charter Sections ~~A~~8.559-14 and ~~A~~8.585-14, no ordinance enacted under this section shall extend reciprocal rights to any member who transferred from Charter section ~~A~~8.559 or ~~A~~8.585 to Charter section ~~A~~8.509, ~~A~~8.584, ~~A~~8.586 or ~~A~~8.588, before April 1, 1993. No ordinance enacted under this section shall extend reciprocal rights to any person who terminated his or her membership in the retirement system or retired before April 1, 1993. Subject to the above, reciprocal benefits under this paragraph shall be consistent with interpretations that have been made relative to the reciprocal benefit provisions of the Public Employees' Retirement System and 1937 County Employees' Retirement Act which this paragraph is intended to implement. The reciprocal benefits under this section will be limited by Section 415 of the Internal Revenue Code of 1986, as amended from time to time, and no reciprocal benefits will be effective if they have an adverse impact on the tax qualified status of the retirement system under Section 401 of the Internal Revenue Code of 1986, as amended from time to time. (Amended November 2002)

### **A8.500-2 DOMESTIC PARTNER BENEFITS**

As used in Charter sections ~~A~~8.428, ~~A~~8.509, ~~A~~8.559, ~~A~~8.584, ~~A~~8.585, ~~A~~8.586, ~~A~~8.587, ~~and~~ ~~A~~8.588, ~~A~~8.595, ~~A~~8.596, ~~A~~8.597 ~~and~~ ~~A~~8.598, "surviving wife" shall also mean and include a "surviving spouse." As used in these sections, the phrases "surviving wife" and "surviving spouse" shall also mean and include a domestic partner, provided that:

(a) there is no surviving spouse, and

- (b) the member has designated his or her domestic partner as beneficiary with the retirement system, and
- (c) the domestic partnership was established according to those provisions of Chapter 62 of the San Francisco Administrative Code which require the filing of a signed Declaration of Domestic Partnership with the County Clerk. In addition, the Certificate showing that the Declaration of Domestic Partnership was filed with the County Clerk must be filed with the Retirement System at least one full year immediately prior to the effective date of the member's retirement or the member's death if the member should die before retirement; provided, however, that beginning March 5, 2002, the requirement of filing a Certificate of Domestic Partnership with the Retirement System shall not apply to members who were retired on or before November 8, ~~1994~~1995 and who had filed a signed Declaration of Domestic Partnership with the County Clerk at least one full year prior to the effective date of his or her retirement; and provided further that, as to any such member who was retired on or before November 8, 1995, no adjustment to a retirement allowance and no payments to a qualified surviving domestic partner shall begin before the effective date of this amendment or before the first day of the month in which an application is made to the Retirement System, which ever occurs later.

A monthly allowance equal to what would otherwise be payable to a surviving spouse shall be paid to the said surviving domestic partner, until he or she dies, marries or establishes a new domestic partnership. The domestic partner benefits under this section will be limited by Section 415 of the Internal Revenue Code of 1986, as amended from time to time. No domestic partner benefits will be effective if they have an adverse impact on the tax qualified status of the retirement system under Section 401 of the Internal Revenue Code of 1986, as amended from time to time. (Amended November 2002)