



City of Portland, Oregon
FIRE AND POLICE DISABILITY, RETIREMENT
AND DEATH BENEFIT PLAN

Administrative Rules
FPDR ONE AND TWO BENEFITS

SECTION 5.4 – RETIREMENT BENEFITS AND APPEALS PROCESS

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FPDR Administrative Rules

Section 5.4 – Retirement Benefits

5.4.01 – DEFINITIONS

“Accrued Benefit.” The term “Accrued Benefit” shall mean the amount of FPDR pension benefits a Member has earned under the Plan, generally based on the Member’s Years of Service and Final Pay and the 2.8 percent accrual rate. An Accrued Benefit is only calculated for a Member who has completed the service requirement for vesting under Chapter 5 of the City Charter.

“Actuarial Equivalent.” The term “Actuarial Equivalent” shall mean the adjustment necessary to convert a Member’s FPDR pension benefit into different payment forms or payment periods so that the total value of the Member’s benefit (and the cost to FPDR to provide the benefit) remains equal regardless of the form of benefit or commencement date the Member may elect.

“Alternate Payee.” The term “Alternate Payee” shall mean any spouse, former spouse, legally recognized domestic partner, former legally recognized domestic partner, child or other dependent of a Member who is recognized by a Domestic Relations Order as having a right to receive all or a portion of a Member’s retirement benefits.

“Annuity.” The term “Annuity” shall mean a contract or promise that provides an income for a specified period of time such as a certain number of years or a lifetime.

- A Joint and Survivor Annuity is the form of a Member’s FPDR retirement benefit in which benefit payments continue after the Member’s death to the Member’s Surviving Spouse or, ~~if none,~~ the Member’s Dependent Minor Children. The amount of benefit that continues to the beneficiary of an FPDR Two Member is 25%, 50%, 75% or 100% of the benefit the Member was receiving before death, depending on the Member’s irrevocable election at retirement, and of an FPDR One Member as shown in the Survivor Annuity Table in Charter Section 5-118. Death benefits payable to a Surviving Spouse are paid for the Surviving Spouse’s life. Death benefits payable to a Dependent Minor Child are payable until the date the child reaches 18 or marries, whichever occurs first.
- A Single Life Annuity is the form of benefit payment that provides a monthly income which is paid for the life of one person, the Alternate Payee.

“Beneficiary.” The term “Beneficiary” shall mean a person, other than a Member, who receives benefits under this program.

“Base Pay.” The term “Base Pay” shall mean the pay of the FPDR Two or FPDR Three Member’s position in the Bureau of Fire or Police, including premium pay but excluding overtime and payments for unused vacation, sick or other leave. When a Member is paid overtime for part of his or her regular work schedule as required by Fair Labor Standards Act

provisions, the straight-time portion of the overtime hours in the Member's regular work schedule shall be included in Base Pay.

"Claim." The term "Claim" means, for the purposes of this section of the Administrative Rules, a dispute by a Member or Beneficiary of a decision by the FPDR staff with regard to a retirement or death benefit under Chapter 5 of the City Charter. A Claim may also be filed by an authorized representative of the Member or Beneficiary who is the claimant.

"Claimant." The term "Claimant" means, for the purposes of this section of the Administrative Rules, a Member or Beneficiary with a Claim or an authorized representative of the Member or Beneficiary with a Claim.

"Discovery." The term "Discovery" means Claim documents, including chart notes, medical records, medical and vocational reports, correspondence between the Member and the Fund, recorded statement of the Member and any witness, and correspondence related to the Member's Claim(s) to and from the Office of Administrative Hearings. Discovery does not include Claim documents that are 1) materials protected under the lawyer-client privilege as defined in Oregon Rules of Evidence 40.225 Rule 503; 2) attorney work products; and 3) material reflecting the mental impressions, case values or merits, plans or thought processes of the Member, Member's attorney or Member's representative or the Fund, Fund's attorney or Fund's representative.

"Domestic Relations Order." A "Domestic Relations Order," or "DRO," is any judgment, decree or order (including approval of a property settlement agreement) which is made pursuant to a state domestic relations law (including a community property law) and which relates to the payment of marital property rights to an Alternate Payee and which has been entered by a court of competent jurisdiction and has been accepted by the Director. A DRO may divide a Member's FPDR retirement benefits using one of two different approaches:

- A "separate interest" DRO takes a portion of the financial value of the Member's retirement benefit as of a particular division date and assigns it to the Alternate Payee as a separate legal interest, with the Alternate Payee's portion of the benefit being paid to the Alternate Payee based on the Alternate Payee's life expectancy. In all cases, the financial value of benefits divided under a separate interest DRO is determined using the Plan's definition of Actuarial Equivalent. ~~This is the most common type of DRO and generally applies where the DRO is entered prior to the date the Member's benefits are in pay status.~~
- A "shared interest" DRO is a division of the Member's annuity payment in a specific amount or percentage between the Member and the Alternate Payee. The Member's benefit is "shared" with the Alternate Payee; no legal separate interest is created for the Alternate Payee. The sum of total monthly benefits paid to both the Member and the Alternate Payee under a shared interest DRO is equal to the sum of monthly benefits that would have been paid to the Member in the absence of the DRO. ~~If the Alternate Payee predeceases the Member, then the Alternate Payee's share of the monthly benefit reverts prospectively to the Member.~~ If the Member dies before the Alternate Payee, the Alternate Payee could be treated as a Surviving Spouse in the event the Member has a Surviving Spouse for purposes of death benefits and the DRO treats the Alternate Payee as the Surviving Spouse. ~~Typically, this type of DRO~~

~~is only used when a Member's pension payments have commenced prior to issuance of the DRO.~~

“Final Pay.” The term “Final Pay” shall mean the highest Base Pay received by the FPDR Two or FPDR Three Member for any of the three consecutive 365-day or, in a leap year, 366-day periods where the most recent day is the last day for which pay was received in the calendar month preceding the calendar month in which the Member retires, dies, or otherwise terminates employment with the Bureau of Fire or Police. Final Pay for any such period does not include any retroactive payments received by the Member for days preceding such 365-day or 366-day period but does include adjustments to the Base Pay of the Member's position in the Bureau of Fire or Police that would have been received had the Member's applicable collective bargaining agreement been in effect during such 365-day or 366-day period.

Final Pay for any FPDR Two or FPDR Three Member who retires, dies or otherwise terminates employment with the Bureau of Fire or Police and has either received FPDR disability benefits or who was employed in a part-time status by the Bureau of Fire or Police during any such 365-day or 366-day period shall be based on the Base Pay for a full-time employee in the Member's position in the Bureau of Fire or Police at the time of retirement, death or termination from employment.

“Office of Administrative Hearings.” The term “Office of Administrative Hearings” or “OAH” shall mean an independent body that has been authorized by the Board of Trustees to review the decision of the Director that is concerning retirement or death benefits. The review may take into account all comments, documents, records, and other information the Member or Beneficiary submits, without regard to whether that information was submitted or considered in the initial benefit determination.

“Surviving Spouse.” The term “Surviving Spouse” means the individual who, at the time of the Member's death, was the Spouse of the Member, had been the Member's Spouse throughout the 12-month period immediately preceding the Member's death and had not been judicially separated or divorced by interlocutory or final court decree at the time of death, unless otherwise provided in a domestic relations order that is enforceable with respect to the Member's Plan benefit. The term “Spouse” shall, on and after June 26, 2013, mean an individual to whom a Member is lawfully married under state law, and shall be defined consistent with Rev. Rul. 2013-17 and Notice 2014-19, under which the terms “Spouse,” “husband and wife,” “husband,” and “wife” include an individual married to another individual of the same sex if the individuals are lawfully married under state law, and the term “marriage” includes such a marriage between individuals of the same sex, ~~provided that the marriage was validly entered into in a state whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a state that does not recognize the validity of same-sex marriages.~~ A same-sex domestic partner of a Member who filed an affidavit of domestic partner status form in accordance with Ordinance No. 176258 or a registered domestic partnership certificate with FPDR prior to June 26, 2013, is also considered a Surviving Spouse.

“Years of Service.” The term “Years of Service” of a FPDR Two or FPDR Three Member shall mean the service credit for FPDR Two retirement benefits as defined in Charter Section 5-302 and these Administrative Rules.

5.4.02 – APPLICATION FOR PENSION BENEFITS

All applications for pensions by FPDR One and FPDR Two Members shall be made no later than the day before the day pensions become effective. Pensions shall become effective on the day after the Members' employment terminates or, for Members who are not eligible to retire or do not choose to retire from disability on the day their employment terminates, on the effective date of the pension application, which is the first day of pension benefits. Such pension applications shall be made prior to the last day of the month preceding the month in which Members will receive their first pension benefits payments on the second Tuesday.

5.4.03 – RETIREMENT AND DEATH BENEFIT CLAIMS

- (A) Claims for retirement and death benefits under the Plan should be filed with the Director (or its delegate) using, if required by the Director, forms provided for that purpose.
- (B) The Director shall provide written notification of Claim approval or Claim denial to the Member, Beneficiary or authorized representative within sixty (60) days of the Director's receipt of a written Claim.
- (C) If sufficient information is not available within sixty (60) days of the Director's receipt of a written Claim, FPDR will provide a written notice to the Member, Beneficiary or authorized representative on the status of the review. If a written Claim approval or denial notice is not issued within ninety (90) days from the Director's receipt of a Claim, then the Claim will be deemed denied. If a Claim is denied the Member, Beneficiary or authorized representative may file a written request with the Director for a review by a Hearings Officer.
- (D) If a Member or Beneficiary Claim is denied in whole or in part, the Director shall provide a written explanation stating the reasons for the denial. The written notification will include:
 - (1) the specific reason for the denial;
 - (2) specific references to the pertinent Charter or Administrative Rule provisions on which the denial is based;
 - (3) a description of any additional material or information that the Member needs to submit with an explanation of why such material or information is necessary;
 - (4) an offer to provide the Member, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claim for benefits; and
 - (5) a description of the FPDR review procedures for retirement and death benefits and the time limits applicable to the Member.

5.4.04 – DISABILITY RETIREMENT AGE

- (A) Service-connected, occupational and nonservice-connected disability benefits payable under Article 3 of the Plan shall cease upon attaining Disability Retirement Age except as provided in Section (B) hereof. A Member receiving service-connected or occupational disability benefits shall be eligible to receive a retirement benefit at Disability Retirement Age, which shall be the earlier of the dates the Member is (1) credited with 30 Years of Service for retirement benefit purposes or (2) the date the Member attains social security retirement age. Since a Member who receives a disability benefit which is less than 75 percent of the Member's Base Pay in any given year will not be credited with a full Year of Service for any such year (refer to § 5-302(c) of the Plan), there will be more than 30 years between the time a Member was hired and the time he or she will be deemed to have reached Disability Retirement Age based on 30 Years of Service. For example, assume that a Member who has 19 Years of Service becomes disabled. Assuming that the Member receives service-connected disability benefits equal to 75 percent of Base Pay during the first year of disability and 50 percent of Base Pay thereafter, the Member would have to be disabled for 16 years before he or she would be considered to have attained Disability Retirement Age based upon 30 Years of Service. For purposes of this Administrative Rule, "Social Security retirement age" means the retirement age provided in 42 USC § 416(l)(1).
- (B) A disabled Member who is receiving service-connected, occupational, or nonservice-connected disability benefits pursuant to Article 3 of the Plan at the time he or she attains Disability Retirement Age shall only be eligible to receive disability benefits up to the date he or she attains Disability Retirement Age, at which time the disabled Member shall be entitled to receive only a retirement benefit, unless the service-connected or occupational disability is determined by the FPDR Director to be temporary. If said disability is determined by the FPDR Director to be temporary, the Member shall be eligible to receive disability benefits for a period of up to two (2) years from the date of such disability. If said disability is determined by the FPDR Director to not be temporary, Member shall be entitled to receive only a retirement benefit upon attaining Disability Retirement Age.
- (C) A Member covered under Article 3 of the Plan, who is actively employed by the Bureau of Police or Bureau of Fire and Rescue and suffers a service-connected, occupational, or nonservice-connected disability before attaining Disability Retirement Age, shall be eligible to receive disability benefits.

A Member covered under Article 3 of the Plan, who is actively employed and suffers a service-connected, occupational or nonservice-connected disability after attaining Disability Retirement Age, shall be eligible to receive disability benefits, if said disability is determined by the FPDR Director to be temporary, for a period of up to two (2) years from the date of such disability, at which time the disabled Member shall be entitled to receive only a retirement benefit. If disability is determined by the FPDR Director not to be temporary, Member shall be entitled to receive only a retirement benefit.

5.4.05 – BENEFIT ADJUSTMENTS

- (A) Benefits adjusted pursuant to Section 5-312 (Benefit Adjustments) of the Plan will be reviewed annually by the Board of Trustees for adjustment effective July 1 of each year to reflect changes in the cost of living. The percentage rate of change shall not exceed that applied to retirement benefits payable to police officers and fire fighters covered under the Public Employees Retirement System of the State of Oregon (PERS). A Member's benefits will be adjusted on July 1 of any given year only if the Member separates from service on or before June 30 of that year.
- (B) To the extent there is any change in the Consumer Price Index (CPI) used by PERS to determine its annual benefit adjustment outside of the adjustment limits established for PERS, the difference between the CPI change and, as appropriate, the maximum PERS benefit increase or the maximum PERS benefit decrease will adjust a benefits adjustment bank (CPI Bank) for each fiscal year of retirement. The Board of Trustees may draw upon the CPI Bank to set the adjustment percentage(s) for FPDR Two Members and Beneficiaries.
 - (1) The fiscal year used to adjust a Member's benefit shall be the fiscal year of the day prior to the Member's first day of retirement benefits.
 - (2) The fiscal year used to adjust a Beneficiary's benefit shall be the fiscal year of the related Member's retirement or, in the case of a Member's death before retirement, the fiscal year in which the Beneficiary entered into pay status.
 - (3) The fiscal year used to adjust an Alternate Payee's benefit, when such adjustment is required by the Domestic Relations Order, will be the earlier of the fiscal year of the related Member's retirement or the fiscal year in which the Alternate Payee entered into pay status.
- (C) Pension benefits payable under Article 1 (FPDR One Benefits) of the Plan shall vary annually and shall be based upon the current salary of a First Class Fire Fighter or First Class Police Officer, as the case may be, computed annually at the beginning of the fiscal year. Current salary shall mean the maximum payment for the fire fighter or police officer civil service classification and shall not include wages or salaries for extra duties or extra services.

5.4.06 – EXEMPTION FROM EXECUTION

Pension benefits are generally exempt from assignment to another party, with the exception of properly executed and accepted Domestic Relations Orders. Properly written garnishments on distributions, such as state-ordered child support, that are executions on the payment of the benefit rather than the benefit itself will be followed.

5.4.07 - RECOVERY OF OVERPAYMENTS

The Director may recover overpayments of pension benefits paid to an overpaid Member or other eligible payee. In the case of a Member or payee currently receiving pension benefits, the Director may obtain such recovery through an offset of an amount not to exceed ten percent (10%) of any future monthly benefit payment until the overpayment is recovered in full. The Director may also

allow, or the Board of Trustees may require, an overpaid Member or eligible payee to satisfy the overpayment through a different recovery method determined reasonable by the Director and/or the Board of Trustees. In the case of a deceased Member or other eligible payee, the Director may request full recoupment of any benefits paid for the period after the date of the Member's or eligible payee's death from the estate of such Member or eligible payee or from such other persons from whom the Director determines recovery to be appropriate.

5.4.08 – RETIREMENT AND DEATH BENEFIT APPEALS PROCESS

- (A) A dispute occurs when a Member or Beneficiary disagrees with a determination made by the Director (or a person authorized by the Director) of the amount of any benefit or the resolution of any matter affecting a benefit under the Plan. An appeal may also be filed by an authorized representative of the Member or Beneficiary who is the Claimant. A Claimant may not submit an appeal with respect to a benefit under the Plan more than one (1) year after the date the individual has knowledge of all material facts that are the subject of the dispute.
- (B) If the Claimant wants a review of a denied Claim, the Claimant may submit an appeal in writing to the Director in a manner acceptable to the Office of Administrative Hearings. The deadline for submitting any such appeal shall be sixty (60) days after the Claimant receives the written notification of the denial of the Claim by the Director as described above.
- (C) Within sixty (60) days following the receipt of the notice of appeal, the hearings officer will give the Claimant either (i) a written notice of the decision, or (ii) if special circumstances require an extension of time for review, a notice of a sixty (60) day extension of the review period. In the latter case, the notice of the decision shall be delivered to the Claimant within 120 days after the application has been filed. The hearings officer's review will take into account all comments, documents, records, and other information the Member or Beneficiary submits, without regard to whether that information was submitted or considered in the initial benefit determination.
- (D) If the appeal is denied, the notification will:
 - (1) explain the specific reasons and specific Charter provisions on which its decision is based,
 - (2) include a statement regarding the Claimant's rights to bring a civil action, and
 - (3) offer to provide the Claimant, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claim for benefits.
- (E) The hearings officer has full and complete discretion to:
 - (1) make findings of fact pertaining to a Claim or appeal,
 - (2) interpret the Charter as applied to the facts, and
 - (3) decide all aspects of the Claim or appeal.

The decision by the hearings officer shall be the final and conclusive administrative review proceeding under the FPDR. The Member or Beneficiary is required to pursue all administrative appeals under the Plan as a precondition to challenging the denial of the Claim in a lawsuit.

5.4.09 – DOMESTIC RELATIONS ORDERS

- (A) In order to release information to any party other than the Member or Member's attorney, a prior written authorization from the Member must be on file.
- (B) Draft Domestic Relations Orders (DRO) should be reviewed within thirty (30) days of receipt unless there are circumstances beyond the control of FPDR which prevent the review being completed within thirty (30) days.
 - (1) DROs must contain the following required information:
 - (a) the name and last known mailing address of the Member and of the Alternate Payee;
 - (b) identification of the plan name as the City of Portland, Oregon Fire and Police Disability, Retirement and Death Benefit Plan;
 - (c) the applicable article: Article 3 (FPDR Two) or Article 5 (FPDR One) of the Plan;
 - (d) the amount or percentage of the Member's Accrued Benefit to be paid to the Alternate Payee, or the manner in which such amount or percentage is to be determined, as well as the benefit division date which may be a specific date in the past or some future date defined by the DRO;
 - (e) if the Member is currently in pay status, the Alternate Payee's benefit start date specified as the first of the month following the Director's acceptance of the DRO; and
 - (f) for a Member not yet in pay status, the Alternate Payee's earliest benefit start date specified as the later of the first of the month following the Director's acceptance of the DRO or the Member's earliest retirement date, and the Alternate Payee's latest benefit start date as the Member's retirement date.
 - (2) DROs must not:
 - (a) require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, or to provide an Alternate Payee benefit in the form of a Joint and Survivor Annuity; — which includes a reversion of the Alternate Payee's interest to the Member, except as provided under 5.4.09(D);

- (b) require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined by the Director to be a DRO; or
 - (c) require the Plan to provide increased benefits (determined on the basis of Actuarial Equivalent value) to the Member and the Alternate Payee than would be paid to the Member and his or her Beneficiary absent the DRO, excepting in the case of the reversion of an Alternate Payee's benefit to the Member when the Alternate Payee predeceases the Member, as provided by the Plan.
- (3) The Director will accept DROs that are in conformance with the Charter and Administrative Rules.
- (C) FPDR staff or the Fund's actuaries determine the Alternate Payee's benefit amount, or the reduction from the Member's current or future benefit in the event the Alternate Payee's benefit amount is specified in the DRO, using the discount rate, Member and Alternate Payee mortality and cost of living increase assumptions used in the most recent actuarial valuation of the FPDR pension plan that has been presented to the FPDR Board of Trustees at the time the Director accepts the DRO.

Assumptions specific to the division of benefits calculation include:

- (1) For a DRO where the Member is not of retirement eligible age as of the benefit division date, the Member's benefit is valued based on the Actuarial Equivalent of projected future payments starting on the mMember's expected retirement date. The Alternate Payee may begin payments no earlier than the earliest retirement date, and no later than the date that the Member actually commences retirement benefits.
 - (2) For a DRO where the Member is of eligible retirement age as of the benefit division date but has not yet commenced retirement benefits, the Member's benefit is valued based on the Actuarial Equivalent of projected future payments starting on the mMember's expected retirement date. The Alternate Payee may begin payments no earlier than the first of the month after the Director's acceptance of the DRO, and no later than the date that the Member actually commences retirement benefits.
 - (3) For a DRO where the Member has already commenced benefits, the Member's benefit is valued based on the Actuarial Equivalent of projected future payments starting on the first of the month after the Director's acceptance of the DRO based on the life expectancy of the Member and Alternate Payee and the form of benefit elected by the Member at retirement.
- (D) Reversion to the Member of benefits assigned to the Alternate Payee may occur where:
- (1) (1) — In the case of a separate interest DRO that does not contain instructions to the contrary, the Alternate Payee dies prior to commencing retirement

benefits; the Member's benefit shall then be determined and paid without regard to the DRO.

(2) For Members belonging to the Portland Fire Fighters Association, the Portland Police Association or the Portland Police Commanding Officers Association at the time of the Alternate Payee's death, or who belonged to those Associations at their retirement or termination from FPDR membership: In the case of a separate interest DRO that does not contain instructions to the contrary, if the Alternate Payee dies after commencing retirement benefits and before the Member dies, the Member's monthly benefit payable from the Fund will be increased by the amount of the monthly benefit the Alternate Payee was receiving at death, payable prospectively to the Member for the rest of the Member's life. Upon Member's subsequent death, any death benefit payable to the Member's survivor(s) shall be based on the Member's monthly benefit without taking into account the additional monthly benefit that was previously being paid to the Member as a result of the Alternate Payee's death.

(32) In the case of a shared interest DRO, the Alternate Payee predeceases the Member; the amount that previously was being paid to the Alternate Payee shall then instead be paid to the Member for the rest of the Member's life.

(E) In the event the Member predeceases the Alternate Payee:

— If the Member dies before reaching the earliest retirement date, the Alternate Payee does not have a vested interest and cannot receive any retirement benefits. The Alternate Payee may still be eligible for death benefits if required by the DRO, in accordance with Section 5.5 (Death Benefits) of the Administrative Rules.

(1)

(2) In a separate interest DRO if the Member dies on or after reaching the earliest retirement date but has not yet commenced receiving retirement benefits, the Alternate Payee does have a vested interest and can elect to start receiving benefits.

(3) If the Member dies after having commenced receiving retirement benefits:

(a) In a separate interest DRO, the Alternate Payee continues to receive the benefit ~~he or she was~~they were receiving; the Member's death has no effect on the Alternate Payee's benefits.

(b) In a shared interest DRO, the Alternate Payee's retirement benefits cease at the Member's death. The Alternate Payee may receive a portion of the death benefit determined by the Member's election at retirement, if payable and the DRO treats the Alternate Payee as the Surviving Spouse, in accordance with Section 5.5 (Death Benefits) of the Administrative Rules.-

- (F) The \$300 administrative fee assessed will ~~be the maximum amount permitted under, and be apportioned between the Member and Alternate Payee per, Oregon Revised Statute 237.600~~ based on the fractions of the benefit received by the Member and Alternate Payee.

5.4.10 – FINAL PAYMENTS

Final payments of pension benefits are prorated as the days in the month up to and including the date of death divided by the total number of days in the month.

5.4.11 – FPDR TWO TRANSFER FROM PERS

Any FPDR Two Member who was appointed after July 1, 1990 but prior to January 1, 2007, immediately after leaving service as a police officer or fire fighter under the Public Employees Retirement System of the State of Oregon and received a payment of employee contributions from such system, including contributions picked up by the employer, could pay or authorize payment to the Fund the amount received within sixty (60) days after such appointment. A Member making such a payment received Years of Service credit for the service as a police officer or a fire fighter with such system to which the employee contributions related.

5.4.12 – CALCULATION METHOD FOR FPDR TWO FINAL PAY

- (A) For retirements, deaths prior to retirement or terminations on or after January 1, 2013, Final Pay for an FPDR Two Member shall be calculated as the highest sum of Base Pay in three lookback periods including pay for 365 or 366 (in a leap year) days as described below.
- (B) The sum of Base Pay in the most recent lookback period consists of the Base Pay paid during the most recent 26 pay dates prior to the calendar month in which the Member retires, dies or otherwise terminates employment with the Bureau of Fire or Police, plus 1/14th of the Base Pay paid on the most recent pay date preceding those 26 pay dates (2/14ths if there is a February 29 included in the dates from the most recent pay date back to the pay date preceding those 26 pay dates).
- (C) The sum of Base Pay paid in the middle and oldest lookback periods consists of the Base Pay paid for the 365 or 366 days (if there is a February 29 in the period) preceding the oldest day used in the more recent lookback period.

5.4.13 – FPDR TWO VESTED TERMINATION

- (A) Termination prior to January 1, 2013: An FPDR Two Member who has completed five Years of Service and whose employment with the Bureau of Fire or Police terminates prior to January 1, 2013 shall be eligible for an increase in his or her benefit on vested termination if the FPDR Two Member is employed after termination in service recognized by the Public Employees Retirement System of the State of Oregon for accrual of benefits or as a waiting period before such accrual begins. The benefit on vested termination shall be increased in the same proportion as any increases during the period of such service in the rate of Base Pay for the FPDR Two Member's position in the Bureau of Fire or Police held at termination.

- (B) Termination on or after January 1, 2013: An FPDR Two Member who has completed five Years of Service and whose employment with the Bureau of Fire or Police terminates on or after January 1, 2013 shall not be eligible for an increase in his or her benefit on vested termination based on subsequent employment.