INDIANA STATE POLICE DEPARTMENT

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Pension Trust Agreement of 1987 as amended Supplemental Agreement (Police Benefit Fund) as amended

Rev. 7/91

DEPARTMENT OF STATE POLICE SUPPLEMENTAL AGREEMENT

(Restated - July 1, 1991)

(POLICE BENEFIT FUND)

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DEPARTMENT OF STATE POLICE

SUPPLEMENTAL AGREEMENT

(Restated - July 1, 1991)

(POLICE BENEFIT FUND)

THIS AGREEMENT is an amendment and complete restatement, effective as of July 1, 1991, of the Agreement originally made and entered into the first day of July, 1937, subsequently restated effective as of July 1, 1987, by and between the Department of State Police of Indiana (hereinafter referred to as the 'Department"), and the Treasurer of the State of Indiana (hereinafter referred to as the "Trustee"), and amended from time to time thereafter.

WITNESSETH:

WHEREAS, the Department is a division of the Indiana State Government with its principal office at Indianapolis, Indiana, and the Department desires to continue the Police Benefit Fund which has been established to provide supplementary death benefits to the beneficiaries or estates of deceased Employee Beneficiaries, disability benefits and payments on behalf of Employee Beneficiaries killed in the line of duty, and to incorporate certain changes as authorized by statute, and

WHEREAS, the Department desires to continue the Employee Death and Disability Fund to provide, through employee contributions, additional death and disability benefits, and

WHEREAS, the Trustee is an officer of the State of Indiana with full power to act as Trustee and with its principal office and place of business at Indianapolis, Indiana.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

The Trustee will act as Trustee of the Police Benefit Fund established pursuant hereto and will receive and hold in trust, manage, invest and reinvest any money paid to it as such Trustee in accordance with the terms and provisions of this Supplemental Trust Agreement.

The Police Benefit Fund shall consist of voluntary contributions from the Department, fees, awards, and any other payments or contributions made to the Police Benefit Fund by the State of

Indiana or by any other person or persons, firm or corporation and the income and proceeds derived from the investment thereof.

The capitalized terms used in this Supplemental Trust Agreement shall have the same meaning as defined in the Department of State Police of Indiana Pension Trust Agreement, entered into by and between the Department and the Trustee, originally effective the first day of July, 1937, and as most recently amended effective the first day of July, 1991 (the "Pension Trust").

- 1. PENSION ADVISORY BOARD: As used herein, Advisory Board" means the Board established by the terms of the Pension Trust for the purpose of adjusting compensation, approving payments and pensions, formulating policies and assisting in the administration of the programs established under the Pension Trust and this Supplemental Trust Agreement. The duties of the Pension Advisory Board shall be to approve pensions, adjust compensation, formulate policies and assist in the administration of the programs established under the Pension Trust and this Supplemental Trust Agreement. Meetings shall be held at least semiannually and more frequently if necessary, to consider problems which may arise.
- 2. SUPPLEMENTAL DEATH BENEFITS: All Employee Beneficiaries shall be furnished supplemental death benefits in an amount established from time to time by the Pension Advisory Board, but not to exceed fourteen thousand five hundred dollars (\$14,500) (or such other amount as may be authorized by statute and approved by the Pension Advisory Board), the cost of which shall be totally paid by the Police Benefit Fund. All Employee Beneficiaries who retire after reaching age fifty (50) or after twenty (20) Years of Service shall be entitled to have the supplemental death benefit coverage in an amount not to exceed fourteen thousand five hundred dollars (\$14,500) (or such other amount as may be authorized by statute and approved by the Pension Advisory Board) continued for the balance of their lives by the Police Benefit Fund at no cost to such retirees. Supplemental death benefits furnished by the Police Benefit Fund may be paid directly from the assets of the Police Benefit Fund or this liability may be reinsured in a life insurance company selected and approved by the Department and authorized to operate in the State of Indiana. Employee Beneficiaries may designate a beneficiary for such life insurance coverage in a manner prescribed by the Department.

3. DISABILITY BENEFITS:

A. Performance of Duty Disability - Pre-1987 Benefit System: In the event an Employee Beneficiary who is participating in the Pre-1987 Benefit System shall incur a disability through the performance of duty (as determined by the Pension Advisory Board), the Employee Beneficiary or the Employee Beneficiary's beneficiary or estate shall be entitled to receive reimbursement for all travel, medical, surgical and hospital expense directly resulting from such disability incurred before the Employee Beneficiary's death.

In addition thereto, the Employee Beneficiary shall be entitled to receive monthly payments which shall commence one (1) month after payment of his last regular wages from the Department and shall continue until the earliest of the date: (1) disability no longer exists, (2) death occurs, (3) retirement occurs, or (4) the Employee Beneficiary is credited with thirty-four (34) Years of Service. The amount of monthly disability payment shall be determined by the Pension Advisory Board in accordance with the extent of disability, but in no event shall it exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age.

In the event an Employee Beneficiary shall become totally disabled in the performance of duty (as determined by the Pension Advisory Board), he shall, in addition to the monthly disability pension payment provided for herein, and for the same period as such payment, receive forty dollars (\$40) per month for each dependent parent and each dependent minor child less than eighteen (18) years of age.

b. Performance of Duty Disability - 1987 Benefit System: In the event an Employee Beneficiary who is participating in the 1987 Benefit System shall incur a disability through the performance of duty (as determined by the Pension Advisory Board), the Employee Beneficiary or the Employee Beneficiary's beneficiary or estate shall be entitled to receive reimbursement for all travel, medical, surgical and hospital expense directly resulting from such disability incurred before the Employee Beneficiary's death.

In addition thereto, the Employee Beneficiary shall be entitled to receive monthly payments which shall commence one (1) month after payment of his last regular wages from the Department and shall continue until the earliest of: (1) the date disability no longer exists, (2) the date death occurs, (3) the date retirement occurs, or (4) the later of the date the Employee Beneficiary completes twenty-five (25) Years of Service with the Department as an Employee, or the date the Employee Beneficiary has received all sick pay benefits long-term and disability insurance payments that are available to him (but not to exceed two such years). The amount of monthly disability payment shall be determined by the Pension Advisory Board in accordance with the extent of disability, but in no event shall it exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age.

In the event an Employee Beneficiary shall become totally disabled in the performance of duty (as determined by the Pension Advisory Board), he shall, in addition to the monthly disability pension payment provided for herein, and for the same period as such payment, receive forty dollars (\$40) per month for each dependent parent and each dependent minor child less than eighteen (18) years of age.

C. Non-Performance of Duty Disability - Pre-1987 Benefit System: In the event an Employee Beneficiary who is participating in the Pre-1987 Benefit System shall become disabled for any cause not directly attributable to performance of duty, the Employee Beneficiary shall be entitled to receive monthly payments of an amount in accordance with the extent of disability (as determined by the Pension Advisory Board). The amount of monthly disability payment determined hereunder shall not exceed the maximum pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age as determined under the Pre-1987 Benefit System, nor shall it continue beyond the earliest of: (1) the date disability no longer exists, (2) the date death occurs, (3) the date retirement occurs, (4) the Employee Beneficiary is credited with thirty-four (34) Years of Service, or (5) a period of time longer than the number of

months the person was an Employee of the Department prior to disability.

- d. Non-Performance of Duty Disability - 1987 Benefit System: In the event an Employee Beneficiary who is participating in the 1987 Benefit System shall become disabled for any cause not directly attributable to performance of duty, the Employee Beneficiary shall be entitled to receive monthly payments of an amount in accordance with the extent of disability (as determined by the Pension Advisory Board). The amount of monthly disability benefit determined hereunder shall not exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age as determined under the Benefit System. Such payments shall continue until the earliest of: (1) the date disability no longer exists, (2) the date death occurs, (3) the date retirement occurs, or (4) the later of the date the Employee Beneficiary completes twenty-five (25) Years of Service with the Department as an Employee, or the date Employee Beneficiary has received all sick pay benefits long-term disability and insurance payments that are available to him (but not to exceed two such years).
- e. Basis for Pre-1987 Benefit System Calculation: With respect to an Employee Beneficiary who was participating in the Pre-1987 Benefit System immediately prior to his disability, disability payments shall be based on the possibility of twenty (20) Years of Service and on a maximum of one-half (1/2) of the average monthly salary received, or to be received, during the highest paid consecutive twelve (12) months (effective July 1, 1971), plus twenty dollars (\$20), except that any moneys received in excess of the Third Year Trooper Salary shall not be considered as a part of the average.
- f. Basis for 1987 Benefit System Calculation: With respect to an Employee Beneficiary who was participating in the 1987 Benefit System immediately prior to his disability, disability payments shall be based on the possibility of twenty-five (25) Years of Service and on a maximum of one-half (1/2) of his Average Monthly Salary.

- g. General Provisions Applicable to Pre-1987 Benefit System: Disability payments once granted to an Employee Beneficiary in the Pre-1987 Benefit System shall not be increased in individual amounts (except when percent of disability is increased by the Pension Advisory Board) but neither shall the same decrease (except when percent of disability is decreased by the Pension Advisory Board), except that maximums (as established by the Superintendent) shall be recomputed annually as of the beginning of each fiscal year, and the Employee Beneficiary shall be paid any resultant increases.
- h. General Provisions Applicable to 1987 Benefit System: Disability payments once granted to an Employee Beneficiary in the 1987 Benefit System shall not be increased in individual amounts (except when percent of disability is increased by the Pension Advisory Board) but neither shall the same decrease (except when percent of disability is decreased by the Pension Advisory Board), except that the Employee Beneficiary's Average Monthly Salary, for purposes of benefit calculations under Subsection 3(f) of this Supplemental Agreement, shall be increased by any imputed changes to such salary (as established by the Superintendent), and the benefit shall be recomputed annually as of the beginning of each fiscal year, and the Employee Beneficiary shall be paid any resultant increase, subject to any Internal Revenue Code limitations.
- i. Contributions during Disability: All authorized deductions made under the authority of this Supplemental Agreement and under the authority of the Pension Trust Agreement shall be withheld from any disability payment during disability status; provided that such amounts shall cease to be withheld when the Employee is deemed to have retired for purposes of the Pension Trust.
- j. Life and Health Coverage while Disabled: Premiums for life, medical, vision, and dental insurance maintained for disabled Employees through the Department shall be paid from the Police Benefit Fund, pursuant to the insurance policies and programs.
- 4. LINE OF DUTY DEATH BENEFITS: In the event an Employee Beneficiary dies as a direct result of injury or

illness incurred in the line of duty (as determined by the Pension Advisory Board), his surviving spouse, dependent children, dependent parent or parents, shall be entitled to receive payments as follows:

- General Provisions Applicable to Pre-1987 Benefit The maximum monthly pension amount System: payable to dependent mothers, dependent fathers and surviving spouses of an Employee Beneficiary in the Pre-1987 Benefit System shall not exceed the current basic monthly pension amount paid to retirees as determined by the Pension Advisory Board under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to death, or, in the case of a surviving spouse, with the last payment prior to death or remarriage. The maximum monthly pension amount payable to each dependent unmarried child shall exceed thirty percent (30%) of the then current basic monthly pension amount paid to retirees as determined by the Pension Advisory Board under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to the child's death, the child's marriage the child's nineteenth (19th) birthday, whichever occurs first, except the total monthly pension amount paid to all dependent unmarried children of any such Employee shall not exceed the current basic monthly amount paid to retirees.
- General Provisions Applicable to 1987 Benefit b. System: The maximum monthly amount payable to dependent mothers, dependent fathers and surviving spouses of an Employee Beneficiary in the 1987 Benefit System shall not exceed the Employee Beneficiary's Basic Pension that would have been payable, as determined by the Pension Advisory Board, under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to death, or, in the case of a surviving spouse, with the last payment prior to death or remarriage. The maximum monthly amount payable to each dependent unmarried child shall not exceed thirty percent (30%) of the Employee Beneficiary's Basic Pension that would have been payable as determined by the Pension Advisory Board under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to the child's death, the child's marriage or the child's nineteenth (19) birthday, whichever occurs first, except the total monthly pension amount paid to

- all dependent unmarried children of any such Employee shall not exceed the Employee Beneficiary's Basic Pension. In any case, the maximum monthly amount shall be adjusted each year as of the beginning of each fiscal year by the same percentage as any imputed change established by the Superintendent pursuant to Section 18 of the Pension Trust.
- c. Dependent Child Benefit: Provided that each unmarried dependent child who is nineteen (19) years of age or over but under twenty-three (23) years of age shall be eligible to receive the pension determined under Subsection (a) or (b) while enrolled as a full-time student in a school, college or university. Provided further that such dependent children, married or unmarried, shall be eligible to attend any Indiana state-supported college or university tuition free.
- d. Surviving Spouse Benefit: Provided further, that any surviving spouse eligible to receive a Joint and Survivor pension under the applicable provisions of the Pension Trust Agreement, shall, in addition to said Joint and Survivor pension amount, be entitled to receive a full surviving spouse's monthly pension amount as provided by Section 4 of this Supplemental Agreement, as amended from time to time, payable in an Actuarially Equivalent amount commencing as early as one (1) month after the death of the Employee Beneficiary.
- e. Dependent Parents Benefit: Payments to a dependent parent or parents shall be determined by the Pension Advisory Board in accordance with the extent of dependency, and only in the event there is no eligible surviving spouse. Such payments shall begin one (1) month after the death of the Employee Beneficiary and continue as long as either parent survives and remains dependent upon the source of revenue, as determined by the Pension Advisory Board.
- 5. INVESTMENTS: The Trustee, with the approval of the Department, shall invest, reinvest, and manage the Police Benefit Fund for the purchase of or payment of the following:

- a. Such investments as the Trustee may be authorized to invest funds in, under the laws of the State of Indiana.
- b. Life insurance contracts or policies on the life of any Employee Beneficiary or any executive officer of the Department.
- c. Annuities for Employee Beneficiaries or dependents of deceased Employee Beneficiaries.
- d. Payments authorized to be made by the terms of this Agreement.
- e. Current operating expense authorized by the Department.

The right of the Trustee to invest and use the assets of the Police Benefit Fund shall be subject to the following limitation: all annuities and life insurance contracts or policies shall be purchased only for such persons, and at such times, as shall be approved by the Department and from such companies as shall be approved by the Department and are licensed to operate in the State of Indiana.

- 6. REPORTING: The Trustee with the assistance of the Pension Consultants shall, within ninety (90) days after the close of the fiscal year, prepare and file with the Department and the Indiana Insurance Department, a detailed annual report showing receipts, disbursements, and the assets of the Police Benefit Fund, listing investments at current market value as of the end of the fiscal year.
- 7. **DETERMINATION OF ASSET VALUE:** The assets of the Police Benefit Fund shall be determined in the same manner as the assets of the Pension Fund, as set out in the Pension Trust.

8. LIQUIDATION:

- a. The Police Benefit Fund may be liquidated at any time by the Department and shall be liquidated in the event of liquidation of the Pension Trust.
- b. The liquidation of the Police Benefit Fund shall be under the direction and supervision of the Pension Consultants and the Indiana Insurance Department, and subject to the terms and conditions of the Pension Trust.

- c. If this Supplemental Agreement is terminated, the assets of the Police Benefit Fund shall be used as follows:
 - (1) Pensions and payments shall be continued to persons then receiving same, either directly or by purchase of annuities from eligible life insurance companies yielding as nearly as possible the maximum monthly amounts payable to the persons then receiving same.
 - (2) Any balance of the Police Benefit Fund remaining after the payments provided for in (a) of this Section 8 shall revert to the Pension Trust and be administered in accordance with the terms thereof.
- 9. **PENSION CONSULTANTS:** The Trustee shall at all times contract with Pension Consultants, with the approval of the Department, to assist and supervise the operation of the Police Benefit Fund. The terms of employment and compensation of the Pension Consultants shall be provided in such contract.
- 10. TRUSTEE EXPENSES: The Trustee shall be reimbursed from the trust assets for any extraordinary service or out-of-pocket expense necessarily and properly incurred by it in the administration of the trust, subject to the approval of the Department. The Trustee shall receive no compensation for its services hereunder.
- 11. INDEMNIFICATION: Neither the Trustee, the Department, the Pension Advisory Board, the Pension Consultants, nor their representatives shall be liable for any error of judgment, mistake or omission made in good faith, but only for negligence or willful misconduct in the performance of their duties hereunder.
- 12. MISCELLANEOUS AND RECORDS: The Department shall keep complete records of the amounts authorized to be deducted from the wages of each Employee Beneficiary the Employee Insurance Program and it maintain complete employment records of Employee The Pension Consultants and the Trustee Beneficiaries. shall be entitled to rely upon statements of the Department or its representatives as to the following the amount paid into the Employee Insurance Fund from the wages of Employee Beneficiaries; the ages of Employee Beneficiaries and their dependents; whether or not Employee Beneficiaries were on the payroll of the Department on stated dates; the length of time

Employee Beneficiaries have been on the payroll of the Department; and wages paid by the Department to Employee Beneficiaries.

The Department and Pension Consultants shall be entitled to rely on the statements of the Trustee or its representative as to the amount held in and the amount paid from the Police Benefit Fund and the Employee Insurance Fund, to any persons whomsoever.

Parties hereto shall be entitled to rely upon any statement contained in any Employee's Application and Authorization for Deduction.

A statement shall be deemed to have been made by the Department, Pension Advisory Board, Trustee or the Pension Consultants if it shall be signed by one of their respective executive officers or any person authorized to sign such statements by one of their respective executive officers.

Any statement shall be deemed to have been made by the Trustee provided it shall be signed by the Treasurer of State or by any person authorized by the Treasurer of State to sign such statement.

It is not intended that the Trust created by this Agreement shall be administered by or under the supervision of any court; but in the event that any party hereto shall apply to a court for a construction hereof, or for direction as to the duties or rights of any party hereunder, then in any such event, such application shall be made to any court of competent jurisdiction sitting in the State of Indiana and having jurisdiction of the subject matter, and such court shall have jurisdiction to issue such order, decree or judgment as the equity of the case may require. In the event of any such proceeding or proceedings being instituted, it shall not be necessary to make a party or to serve process upon any Employee Beneficiary, or any person claiming by, through or under any Employee Beneficiary or former Employee Beneficiary, whether resident or nonresident of the State of Indiana, but it shall be sufficient to publish such notice of the institution of said suit in two (2) newspapers of general paid circulation in the county in which such proceedings are instituted, as the court may direct. If in any such proceedings the court shall determine that the Pension Consultants are improperly performing its functions hereunder, the Trustee shall have the right to select successor Pension Consultants with the

approval of the Department and such successor shall perform the functions agreed hereunder to be performed by the Pension Consultants.

The Trust arising under the operation hereof shall constitute a Trust under the laws of the State of Indiana, and this Agreement shall be construed by the applicable laws of Indiana.

13. POLICE BENEFIT FUND:

- It is understood and agreed that inasmuch Employee Beneficiaries are required to make no payments into the Police Benefit Fund neither they, nor any person claiming by, through, under them shall have any vested right in or to the Police Benefit Fund, nor any claim against any party hereto or representatives thereof, including the Pension Consultants and the Pension Advisory Board. Any suggestions or grievances, however, may be presented to the Pension Advisory Board for proper review and consideration, and its decision shall be final and binding upon all parties to the fullest extent permitted by law, unless the decision is contrary to the terms of this Agreement.
- b. The Police Benefit Fund shall not be commingled with any funds representing authorized deductions from the salary or wages of Employees of the Department, but shall be accounted for and operated as a separate and distinct fund from the Pension Fund and the Employee Death and Disability Fund.

14. EMPLOYEE DEATH AND DISABILITY FUND:

a. Subject to the approval of the Trustee, there is hereby authorized and created a separate and distinct fund to be known as the Employees' Death and Disability Fund which shall be accounted for and operated separately from the Police Pension Fund and the Police Benefit Fund. The Employees' Death and Disability Fund shall consist of the necessary authorized deductions from the salary and wages of Employees of the Department heretofore made and hereafter made in accordance with the wage assignment laws of the State.

- Said fund shall be used for the purpose of providing additional supplemental death benefits and disability income over and above that provided by the Police Benefit Fund (except that accidental death and dismemberment benefits may also be provided). Any Employee Beneficiary may subscribe for additional supplemental death and disability benefits in an amount established from time to time by the Pension Advisory Board, the cost of which shall be totally paid by the Employee Beneficiary at a rate per month determined by the Pension Advisory Board for each one thousand dollars (\$1,000) of coverage, and this contribution shall be deducted from the Employee Beneficiary's salary by the Department pursuant to the terms of the wage assignment laws of the State and the "Application and Authorization for Deduction" All such deductions shall be credited to the Employee Death and Disability Fund.
- c. The Department shall maintain separate accounting records for each employee participating in the Employee Death and Disability Fund and no part of said fund shall be commingled with the Police Pension Fund or Police Benefit Fund.
- 15. AMENDMENT OF AGREEMENT: AMENDMENT OF AGREEMENT: This Supplemental Trust Agreement may be changed, altered, or amended in any particular way by the Department upon recommendation of the Pension Consultants, with the consent of the Trustee and with the consent of the majority of the Pension Advisory Board. A copy of any such amendment shall be filed with the Trustee and the Pension Consultants.

WITNESS WHEREOF, the undersigned have caused this document to be executed as of the 1st day of July, 1991.

> DEPARTMENT OF STATE POLICE OF INDIANA

Lloyd Jennings, Superintendent

DATE:

Approved as to form and legality:

Indiana Department of

Administration:

mmissioner

Date:

Linley E. Pearson, Attorney General

Date: 7/23/91

As approved:

PENSION ADVISORY BOARD

Date: 6-18-91