

# **INDIANA STATE POLICE DEPARTMENT**



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

**Rev. 5/1989**

DEPARTMENT OF STATE POLICE

SUPPLEMENTAL AGREEMENT

(Restated - July 1, 1987)

(POLICE BENEFIT FUND)

THIS AGREEMENT is an amendment and complete restatement, effective as of July 1, 1987, of the Agreement originally made and entered into the first day of July, 1937, by and between the Department of State Police of Indiana, Party of the First Part (hereinafter referred to as the "Department"), and the Treasurer of the State of Indiana, Party of the Second Part (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 expense reimbursement and payments to disabled Employee Beneficiaries killed in the line of duty, and to incorporate certain changes as authorized by statute, 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:

Section

1. 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.
2. 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.
3. The terms "Employee," "Employee Beneficiary," "any person claiming by, through or under any Employee Beneficiary," "fiscal year," "Pre-1987 Benefit System,"

"1987 Benefit System," and "Pension Consultants" as used in this Supplemental Trust Agreement shall have the same meaning as defined in the Pension Trust (as hereinafter defined).

The term "Pension Trust," as used herein, means the 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, 1987.

The term "Pension Advisory Board," as used herein, 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. As provided in Section 11 of the Pension Trust, the Pension Advisory Board shall consist of the Superintendent of the Department of State Police of Indiana [chairman], a representative of the Pension Consultants who shall serve at the pleasure of the other members of the Board on a voting or nonvoting basis, three (3) Employee Beneficiaries and an Executive Secretary who shall be appointed by the Superintendent. The three (3) Employee Beneficiary members of the Indiana State Police Pension Advisory Board who are elected by the Employee Beneficiaries on or before July 1 of each year shall be elected to serve the following terms: In the first instance, one (1) of such members shall be elected for a term of one (1) year, one (1) member for a term of two (2) years, and one (1) member for a term of three (3) years. Thereafter all members shall be elected for a term of three (3) years, and until their successors have been elected and qualified. Any vacancy which may occur in the membership of the Board for any cause shall be filled for the unexpired term by a special election, to be conducted in the same manner as regular elections. Upon ninety (90) days advance notice by the Pension Consultants or at the request of a majority of the other members of the Board, the representative of the Pension Consultants may cease to serve as a member of the Pension Advisory Board. The duties of this 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.

4. All Employee Beneficiaries shall be furnished supplementary death benefits in an amount established from time to time by the Pension Advisory Board not to exceed fourteen thousand five hundred dollars (\$14,500)

disability, but in no event shall it exceed the maximum 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, receive forty dollars (\$40) per month for each dependent parent and each dependent minor child less than eighteen (18) years of age.

In the event an Employee Beneficiary shall become disabled for any cause not directly attributable to performance of duty, he 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 with respect to an Employee Beneficiary who is participating in the Pre-1987 Benefit System 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 set forth in the Pension Trust nor shall it continue for a longer period of time than the number of months the person was an Employee of the Department prior to disability, death, or the fifty-fifth (55th) birthday, whichever event occurs first. The amount of monthly disability benefit determined hereunder with respect to an Employee Beneficiary who is participating in the 1987 Benefit System shall not exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at normal retirement age as determined under the 1987 Benefit System as set forth in the Pension Trust nor shall it continue for a longer period of time than the number of months the person was an Employee of the Department prior to disability and shall cease upon the Employee Beneficiary's death or the date when the Employee Beneficiary is credited with twenty-five (25) years of service or his fifty-fifth (55th) birthday, whichever event occurs first; provided, however, that in the event the Employee Beneficiary is credited with twenty-five (25) years of service before he has received all sick pay benefits and long-term disability insurance payments that are available to him, the monthly disability benefit provided hereunder shall continue to be paid until such sick pay benefits and long-term disability insurance payments to him are exhausted, but not beyond his fifty-fifth (55th) birthday.

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 service prior to age fifty-five (55) and on a maximum of one-half (1/2) of the average monthly salary received, or

(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 Benefit Fund. Any Employee Beneficiary may also subscribe for additional supplementary death 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" form. All such deductions shall be credited to the "Employee Insurance Fund" hereafter authorized and described. All Employee Beneficiaries who retire after reaching age fifty (50) or after twenty (20) years of service shall be entitled to have the supplementary 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 Benefit Fund at no cost to such retirees. Supplementary death benefits furnished by the Benefit Fund may be paid directly from the assets of the Benefit Fund or this liability may be reinsured in an old line legal reserve life insurance company selected and approved by the Department and licensed 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.

5. In the event an Employee Beneficiary shall incur disability through the performance of duty (as determined by the Pension Advisory Board) he/his beneficiary or estate shall be entitled to receive reimbursement for all travel, medical, surgical and hospital expense directly resulting from such disability. In addition thereto, he 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 as long thereafter as disability exists, or death occurs or until the fifty-fifth (55th) birthday, whichever event occurs first; provided, however, that with respect to an Employee Beneficiary who is participating in the 1987 Benefit System, such monthly payments shall in no event continue beyond the later of his completion of twenty-five (25) years of service with the Department as an Employee or the date he has received all sick pay benefits and long-term disability insurance payments that are available to him. The amount of disability payment shall be determined by the Pension Advisory Board in accordance with the extent of

to be received, during the highest paid consecutive twelve (12) months (effective July 1, 1971), prior to the end of the then current biennium, plus twenty dollars (\$20), except that any moneys received in excess of the monthly wage received by a police employee at the beginning of his third (3rd) year of service in the grade of Trooper shall not be considered as a part of the averages. 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 prior to age fifty-five (55) and on a maximum of one-half (1/2) of his average monthly salary (without overtime) based on the thirty-six (36) months of his employment with the Department that produce the highest such average. Disability service prior to the end of the then current biennium shall be based on existing averages prior to said end. Disability payments once granted shall not be increased in individual amounts (except when percent of disability is increased by the Pension Advisory Board) but neither shall same decrease (except when percent of disability is decreased by the Pension Advisory Board) except that maximums shall be recomputed biannually, effective July 1, 1955, and Employee Beneficiaries shall be paid any resultant increases.

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.

Premiums for life, medical, and dental insurance maintained by disabled Employees through the Department shall be paid from the Benefit Fund.

6. 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:

The maximum monthly pension amount payable to dependent mothers, dependent fathers and surviving spouses shall not exceed 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 death or in the case of a surviving spouse, with the last payment prior to death or remarriage; and the maximum monthly pension amount payable to each dependent

unmarried child shall not 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 or 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 then current basic monthly amount paid to retirees.

Provided that each such 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 said pension 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. All dependent mothers, dependent fathers, surviving spouses and dependent children who are now receiving a dependent pension shall receive pensions in the amount stated above, effective July 1, 1987. 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 6 of this Supplemental Agreement, as amended from time to time. Payments to a dependent parent or parents shall be determined by the Pension Advisory Board in accordance with the extent of dependency. 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.

7. 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. Single premium 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 limitations:

- a. 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.
- 8. 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, gross value of the assets of the Police Benefit Fund listing investments as to book value and current market value as of the end of the fiscal year, case histories and making recommendations as to the necessary contributions required to keep the program in operation.
  - 9. The gross and net value of 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.
  - 10. 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.
  - 11. The liquidation of the Police Benefit Fund shall be under the direction and supervision of the Pension Consultants and the Indiana Insurance Department and in the following manner:

All refund annuities which are subject to such conversion shall be converted into life annuities, and all life insurance contracts or policies which have a cash surrender value shall be surrendered, and all remaining assets of the Police Benefit Fund shall be sold or otherwise converted into cash.

If this Supplemental Agreement shall be terminated after July 1, 1959, the net assets of the Police Benefit Fund shall be used as follows:

- a. 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.



- b. Any balance of the Police Benefit Fund remaining after the payments provided for in (a) of this Section 11 shall revert to the Pension Trust and be administered in accordance with the terms thereof.
12. The Trustee shall at all times employ 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 the Pension Trust.

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.

Neither the Trustee, the Department, the Pension Advisory Board, the Pension Consultants, nor their representatives shall be liable for any error of judgement, mistake or omission made in good faith, but only for negligence or willful misconduct in the performance of their duties hereunder.

The Department shall keep complete records of the amounts authorized to be deducted from the wages of each Employee Beneficiary for the Employee Insurance Program and it shall maintain complete employment records of Employee Beneficiaries. The Pension Consultants and the Trustee shall be entitled to rely upon statements of the Department or its representatives as to the following matters: 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 judgement 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 non-resident 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. It is understood and agreed that inasmuch as Employee Beneficiaries are required to make no payments into the Police Benefit Fund neither they, nor any person claiming by, through, or 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.

- 14.a. The Police Benefit Fund, consisting of the mortality reserve account, the disability reserve account and the dependent pension reserve account, as authorized by Acts 1937, Chapter 54, Section 6, shall, on and after July 1, 1966, 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 Insurance Fund.
  - b. Subject to the approval of the Trustee (and the State Actuary, if any), there is hereby authorized and created a separate and distinct fund to be known as the Employees' Insurance Fund which shall, on and after July 1, 1966, be accounted for and operated separately from the Police Pension Fund and the Police Benefit Fund. The Employees' Insurance 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 supplementary 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) and to provide a Major Medical Health and Hospitalization Plan to supplement the Department's Health and Hospitalization Group Plan, to all qualifying Employees who authorize a deduction from salary or wages for said purpose. The Department shall maintain separate accounting records for each employee participating in the Employee Insurance Fund and no part of said fund shall be commingled with the Police Pension Fund or Police Benefit Fund.
15. This Supplemental Trust Agreement may be amended in any particular way by the Department, with the consent of the Trustee. A copy of any such amendment shall be filed with the Trustee and the Pension Consultants.

In witness whereof, the undersigned have caused this document to be executed as of the 1st day of July, 1987.

7/8/87  
DATE

DEPARTMENT OF STATE POLICE OF INDIANA

*Capt. Jack Martin*  
ATTEST

BY *James D. Furnas*  
SUPERINTENDENT

July 9, 1987  
DATE

*Marshall H. Laughter*  
Treasurer of the State of Indiana  
"Trustee"

*Maria J. Milroy*  
ATTEST

FIRST  
AMENDMENT  
TO  
DEPARTMENT OF STATE POLICE  
SUPPLEMENTAL AGREEMENT  
(Restated - July 1, 1987)  
(Police Benefit Fund)

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WHEREAS, the Department of State Police Supplemental Agreement (Restated - July 1, 1987) (Police Benefit Fund) [hereinafter referred to as the "Supplemental Agreement"] 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 "Trustee") was adopted effective as of July 1, 1987, as an amendment and complete restatement of the agreement which was originally effective July 1, 1937, and subsequently amended from time to time; and

WHEREAS, pursuant to Section 15 of the Supplemental Agreement, the Department and the Trustee reserved the right to amend the Supplemental Agreement; and

WHEREAS, the Department and the Trustee desire to amend Section 5 of the Supplemental Agreement in order to delete the clause that limited the length of payment of disability benefits to the number of months the person was an employee of the Department prior to disability;

NOW, THEREFORE, BE IT RESOLVED, that the third paragraph of Section 5 of the Supplemental Agreement is hereby amended in its entirety, effective as of July 1, 1987, to read as follows:

"In the event an Employee Beneficiary shall become disabled for any cause not directly attributable to performance of duty, he 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 with respect to an Employee Beneficiary who is participating in the Pre-1987 Benefit System 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 set forth in the Pension Trust nor shall it continue for a longer period of time than the number of months the person was an Employee of the Department prior to disability, death, or the fifty-fifth (55th) birthday, whichever event occurs first. The amount of monthly disability benefit determined hereunder with respect to an Employee Beneficiary who is participating in the 1987 Benefit System shall not exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at normal retirement age as determined under the 1987 Benefit System as set forth in the

Pension Trust and shall cease upon the Employee Beneficiary's death or the date when the Employee Beneficiary is credited with twenty-five (25) years of service or his fifty-fifth (55th) birthday, whichever event occurs first; provided, however, that in the event the Employee Beneficiary is credited with twenty-five (25) years of service before he has received all sick pay benefits and long-term disability insurance payments that are available to him, the monthly disability benefit provided hereunder shall continue to be paid until such sick pay benefits and long-term disability insurance payments to him are exhausted, but not beyond his fifty-fifth (55th) birthday."

In witness of their adoption of the foregoing amendment to the Supplemental Agreement, the Department and the Trustee have caused this amendment to be executed as of the first day of July, 1987.

DEPARTMENT OF STATE POLICE OF INDIANA

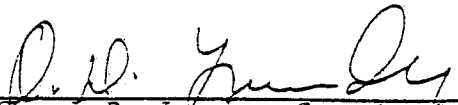
By Jerry D. Funes  
Date September 22, 1987

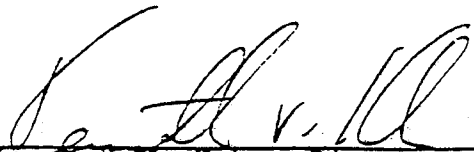
TREASURER OF THE STATE OF INDIANA

Marion H. O'Leary  
Date September 30, 1987

Indiana Department of  
Administration:

State Budget Agency:

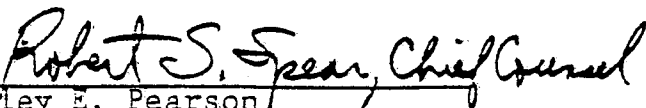
  
Orval D. Lundy, Commissioner

  
Kenneth V. Koe, Director

Date: 11-30-88

Date: 11-30-88

Approved as to form and legality:

  
Linley E. Pearson  
Attorney General

Date: 11/30/88

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