



Colorado Springs New Hire Pension Plan Rules & Regulations

Effective ~~January 1~~August 12, 2026

Attached are the official Rules and Regulations of the Colorado Springs New Hire Pension Plan. For complete information about plans and benefits administered by FPPA refer to the FPPA Plan Brochures located on FPPAco.org or by requesting copies from the address below.

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ARTICLE I - DEFINITIONS AND RULES OF CONSTRUCTION

1.01. Definitions. As used in these Rules and Regulations, the following terms are defined as follows unless the context requires otherwise:

(a) "**Applicable Form**" means the appropriate form as designated and furnished by the Plan Administrator to make an election or provide a notice as required by the Plan, including a form in electronic medium.

(b) "**Authorized Leave of Absence**" includes a military leave of absence and a medical leave of absence, and means an absence during which the Member does not receive compensation for one month or more, but less than two years, during which the Member has not been terminated from employment. For purposes of establishing eligibility to apply for disability or survivor benefits, leaves of absence are further defined in Rule 16023 of the FPPA Rules and Regulations.

(c) "**Board**" means the Board of Directors established as the governing body of the Fire and Police Pension Association of Colorado.

(d) "**City**" means the City of Colorado Springs, Colorado.

(d)(1) "**Civil Union**" means a relationship established by two eligible persons pursuant to § 14-15-101, et seq., C.R.S., the Colorado Civil Union Act, that entitles them to receive the benefits and protections and be subject to the responsibilities of spouses, as a matter of state law.

(e) "**Code**" means the provisions of the Internal Revenue Code of 1986, as amended, applicable to governmental plans and, where appropriate, the Internal Revenue Code of 1954.

(f) "**Colorado Springs Alternate New Hire Plans**" means the defined benefit plans maintained by the City until the date preceding the Effective Date, for members of the City Fire Department and Police Department hired on or after April 8, 1978 and for members who otherwise elected to participate.

(g) "**Colorado Springs New Hire Pension Plan**" means the Colorado Springs Alternate New Hire Plans as restated and renamed hereunder.

(h) "**Cost of Living**" means an increase of not more than three percent (3%) in the cost-of-living over the previous year, rounded (i) for purposes of the Fire Component and Article IV, down to the nearest one-half percent (0.5%), or (ii) for purposes of the Police Component and Article V, to the nearest one-half percent (0.5%). The increase will be determined as of December 31 of each year by the Plan Administrator by using the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Selected areas, all items index, that is prepared by the United States Department of Labor, Bureau of Labor Statistics.

(i) "**C.R.S.**" means the Colorado Revised Statutes, as amended from time to time.

(j) "**Death Benefit**" means seventy percent (70%) of the monthly retirement benefit, monthly reduced retirement benefit, or monthly vested separation benefit that was paid or would have been paid to the Member.

a child ceases to be a Qualified Child, each remaining Qualified Child will receive an equal share of the monthly Death Benefit. If a child who is not a Qualified Child becomes a Qualified Child and notifies the Plan Administrator in writing of the change in status, that child and each other Qualified Child will receive an equal share of the monthly Death Benefit effective after such notification.

4.09. Survivor Benefits of a Member Not Receiving Benefits. If a Member who is not receiving a monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit dies while eligible to receive a monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit, and if no Qualified Surviving Spouse or Qualified Child is eligible to receive a benefit from a death or disability plan administered by the FPPA arising from employment covered by this Plan except a supplemental death benefit pursuant to §31-31-~~807-5 (1.5)~~816(2), C.R.S., then the Qualified Surviving Spouse will receive a monthly Death Benefit starting on the date the Member would have started receiving the monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit. If the Member has no Qualified Surviving Spouse or if the Qualified Surviving Spouse dies, each Qualified Child of the Member will receive an equal share of the monthly Death Benefit starting on the date the Member would have started receiving the monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit. If a child ceases to be a Qualified Child, each remaining Qualified Child will receive an equal share of the monthly Death Benefit. If a child who is not a Qualified Child becomes a Qualified Child and notifies the Plan Administrator in writing of the change in status, that child and each other Qualified Child will receive an equal share of the monthly Death Benefit effective after such notification.

4.10. Return of Contributions as a Result of Death. When a Member dies and no Qualified Surviving Spouse or Qualified Child is eligible to receive a benefit from a death or disability plan administered by the FPPA arising from employment covered by this Plan, and no Death Benefits or no further Death Benefits are payable or potentially payable under this Plan, then the balance of the Member's Contributions to the Fund will be paid to the Designated Beneficiary and if there is no Designated Beneficiary, then to the estate of the Member with simple interest in the amount of 5% per annum. If the Member is retired and dies, the first in, first out (FIFO) method will be used in calculating the simple interest. For the purpose of determining whether funds can be paid to the estate of the Member as provided by this Section, the monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit paid to the Member and the monthly Death Benefits paid to the Qualified Surviving Spouse and any Qualified Child will be considered to have been paid from contributions to the Fund by the Member and will reduce the balance of the Member's Contributions to the Fund that will be paid to the estate of the Member.

4.11. Death Benefit Adjusted for Cost of Living. The monthly Death Benefit will be increased if there is an increase in the Cost of Living. That increase will begin on the October 1 immediately prior to the earlier of the date on which the Member would have been age sixty-five (65) or the date the Member would have received a monthly retirement or vested separation benefit for a period of ten (10) years, and shall be redetermined effective October 1 of each year thereafter. The increase will be the product of the Death Benefit times the increase in the Cost of Living.

4.12. Coordination with Statewide Defined Benefit Plan and the Statewide Retirement Plan. Any Member who participates in the Colorado Springs Alternate New Hire Plan as of the Effective Date and the Colorado Springs New Hire Pension Plan on and after the Effective Date pursuant to Article II shall be eligible for any benefits accrued as determined under this Article based on the Member's Service and Salary while participating under the Colorado Springs Alternate New Hire Plan and Colorado Springs New Hire Pension Plan. Any Member who participates under the Statewide Defined Benefit Plan on or after the Effective Date and the Defined Benefit Component of the Statewide Retirement Plan on or after January

5.08. Benefits to Dependents.

(a) Upon the death of a Member who has retired under the Police Component of this Plan, the Qualified Surviving Spouse of the retired Member shall be entitled to receive a benefit equal to seventy percent (70%) of the retirement benefit being paid to the retired Member at the time of death. If the Member has no Qualified Surviving Spouse on the date of death, or if the Qualified Surviving Spouse subsequently dies, each Qualified Child of the retired Member shall receive an equal share of the Qualified Surviving Spouse's benefit as long as the child remains a Qualified Child.

(b) When a Member dies and no Qualified Surviving Spouse or Qualified Child is eligible to receive a benefit from a death or disability plan administered by the FPPA arising from employment covered by this Plan, and no Death Benefits or no further Death Benefits are payable or potentially payable under this Plan, then the balance of the Member's contributions to the Fund will be paid to the Designated Beneficiary and if there is no Designated Beneficiary, then to the estate of the Member with simple interest in the amount of 5% per annum. If the Member is retired and dies, the first in, first out (FIFO) method will be used in calculating the simple interest. For the purpose of determining whether funds can be paid to the estate of the Member as provided by this Section, the monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit paid to the Member and the monthly Death Benefits paid to the Qualified Surviving Spouse and any Qualified Child will be considered to have been paid from contributions to the Fund by the Member and will reduce the balance of the Member's contributions to the Fund that will be paid to the estate of the Member.

5.09. Survivor Benefits of a Member Not Receiving Benefits. If a Member who is not receiving a monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit dies while eligible to receive a monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit, and if no Qualified Surviving Spouse or Qualified Child is eligible to receive a benefit from a death or disability plan administered by the FPPA arising from employment covered by this Plan except supplemental benefits payable under §31-31-~~807.5~~ ~~(1.5)~~ 816(2), C.R.S., then the Qualified Surviving Spouse will receive a monthly Death Benefit starting on the date the Member would have started receiving the monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit. If the Member has no Qualified Surviving Spouse or if the Qualified Surviving Spouse dies, each Qualified Child of the Member will receive an equal share of the monthly Death Benefit starting on the date the Member would have started receiving the monthly retirement benefit, reduced monthly retirement benefit, or vested separation benefit. If a child ceases to be a Qualified Child, each remaining Qualified Child will receive an equal share of the monthly Death Benefit. If a child who is not a Qualified Child becomes a Qualified Child and notifies the Plan Administrator in writing of the change in status, that child and each other Qualified Child will receive an equal share of the monthly Death Benefit effective after such notification.

5.10. Death Benefit Adjusted for Cost of Living. The monthly Death Benefit will be increased if there is an increase in the Cost of Living. That increase will begin on the October 1 immediately prior to the earlier of the date on which the Member would have been age sixty (60) or the date the Member would have received a monthly retirement or vested separation benefit for a period of ten (10) years, and shall be determined effective October 1 of each year thereafter. The increase will be the product of the Death Benefit times the increase in the Cost of Living.

5.11. Coordination with Statewide Defined Benefit Plan and the Statewide Retirement Plan. Any Member who participates in the Colorado Springs Alternate New Hire Plan as of the Effective Date and the Colorado Springs New Hire Pension Plan on and after the Effective Date pursuant to Article II shall be eligible for any benefits accrued as determined