

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Smyrna**

**Form Pre-approved Plan Adoption Agreement  
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List**

## **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
I. AN ORDINANCE .....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT .....	2
1. ADMINISTRATOR .....	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY .....	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE .....	3
6. TYPE OF ADOPTION .....	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR .....	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees .....	5
B. Elected or Appointed Members of the Governing Authority .....	5
10. ELIGIBILITY CONDITIONS.....	7
A. Hours Per Week (Regular Employees).....	7
B. Months Per Year (Regular Employees) .....	7
11. WAITING PERIOD.....	8
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	8
13. CREDITED SERVICE .....	9
A. Credited Past Service with Adopting Employer .....	9
B. Prior Military Service .....	10
C. Prior Governmental Service.....	12
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	13
14. RETIREMENT ELIGIBILITY.....	15
A. Early Retirement Qualifications .....	15
B. Normal Retirement Qualifications .....	16
C. Alternative Normal Retirement Qualifications .....	19
D. Disability Benefit Qualifications .....	23
15. RETIREMENT BENEFIT COMPUTATION.....	24
A. Maximum Total Credited Service.....	24
B. Monthly Normal Retirement Benefit Amount.....	24
C. Monthly Early Retirement Benefit Amount .....	28
D. Monthly Late Retirement Benefit Amount (check one): .....	29
E. Monthly Disability Benefit Amount .....	30
F. Minimum/Maximum Benefit For Elected Officials .....	30
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	31

A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) .....	31
B.	Cost Of Living Adjustment.....	32
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	33
A.	Eligible Regular Employees .....	33
B.	Elected or Appointed Members of the Governing Authority .....	34
18.	PRE-RETIREMENT DEATH BENEFITS .....	35
A.	In-Service Death Benefit.....	35
B.	Terminated Vested Death Benefit.....	37
19.	EMPLOYEE CONTRIBUTIONS .....	38
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	39
21.	TERMINATION OF THE ADOPTION AGREEMENT .....	39
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	40

## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Smyrna, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Smyrna, Georgia, and it is hereby ordained by the authority thereof:

**Section 1.** The Retirement Plan for the Employees of the City of Smyrna, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

**Ordinance continued on page 43**

## **II. GMEBS DEFINED BENEFIT RETIREMENT PLAN** **ADOPTION AGREEMENT**

### **1. ADMINISTRATOR**

Georgia Municipal Employees Benefit System  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

### **2. ADOPTING EMPLOYER**

Name: **City of Smyrna, Georgia**

### **3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **P.O. Box 1226, Smyrna, GA 30081-1226**  
Phone: **(770) 434-6600**  
Facsimile: **(770) 319-5316**

### **4. PLAN REPRESENTATIVE**

**[To represent Governing Authority in all communications with GMEBS and Employees]**  
**(See Section 2.49 of Basic Plan Document)**

Name: **City Administrator**  
Address: **P.O. Box 1226, Smyrna, GA 30081-1226**  
Phone: **(770) 434-6600**  
Facsimile: **(770) 319-5316**

## 5. PENSION COMMITTEE

**[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]**

Position: **City Administrator**

Position: **City Director of Human Resources**

Position: **City Finance Director**

Position: **Chairperson of the Special Committee on Budget**

Position: **City Clerk**

Pension Committee Secretary: **Director of Human Resources and Risk Management**

Address: **P.O. Box 1226, Smyrna, GA 30081-1226**

Phone: **(770) 434-6600**

Facsimile: **(770) 319-5316**

## 6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
  - ☐ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan

Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is \_\_\_\_.

**(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).**

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be \_\_\_\_ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).** This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_ **(insert original effective date of preexisting plan).**

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **January 17, 2023** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective **August 17, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective **December 1, 1971** **(insert effective date of Employer's original GMEBS Plan).** (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_ **(if applicable, insert effective date of Employer's original non-GMEBS Plan).**)

## 8. PLAN YEAR

Plan Year means (**check one**):

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing \_\_\_\_\_.
- ☒ Other (**must specify month and day commencing**): December 1.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): A Regular Employee or former Regular Employee into whose 457(b) Deferred Compensation Plan account maintained by the City the City made contributions prior to April 30, 2012, in lieu of making contributions on behalf of such Employee to the GMEBS Defined Benefit Plan (this Plan). Such Regular Employee is ineligible to participate in this Plan for any purpose, retroactive to the pay period for which the City first made a contribution to the Employee's 457(b) Deferred Compensation Plan; provided, however, that the City shall be responsible for ensuring that any such Regular Employee is not treated as an Eligible Regular Employee under this Plan.

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:



(1) **Elected or Appointed Members of the Governing Authority (check one):**

☐ ARE NOT eligible to participate in the Plan.

☒ ARE eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **An elected or appointed member of the Governing Authority who held an office on July 1, 1983, was qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who held an office subsequent to such date and prior to April 1, 2010, was qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after July 1, 1983, that said member occupied any elective office of the Governing Authority. (Participation in the Plan became mandatory effective August 17, 2003. See Section 12 of the Adoption Agreement concerning mandatory participation in the Plan.)**

**Notwithstanding any provision in the Plan to the contrary, the following provisions will govern the eligibility of elected or appointed members of the Governing Authority to participate in the Plan with respect to service on or after April 1, 2010. Elected or appointed members of the Governing Authority who first took such office on or after April 1, 2010, but before April 1, 2014, were not initially eligible to participate in the Plan. However, effective April 1, 2014, all elected or appointed members of the Governing Authority who initially took such office on January 1, 2012, and who held such office as of April 1, 2014, were required to participate in and be governed by the terms of the July 1, 1999 Plan (see General Addendum paragraph 16(j)(xi) concerning required payment of Employee Contributions for future Service and period of Service from January 1, 2012 – March 31, 2014). Elected or appointed members of the Governing Authority who initially take office or return to office on or after April 1, 2014, are required to participate in and shall be governed by the terms of the July 1, 1999, Plan as of the date on which they take or return to such office.**

(2) **Municipal Legal Officers (check one):**

☐ ARE NOT eligible to participate in the Plan.

☒ ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): **The Chief Legal Officer, the Solicitor, and the Municipal Court Judge of the City of Smyrna, provided they do not actively participate as a Municipal Legal Officer in the retirement plan of another Employer who is a GMEBS member.**

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Each Municipal Legal Officer who holds office on July 1, 1987, shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds the office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date**

after July 1, 1987, that said Officer occupies such office. (Participation became mandatory effective on or after August 17, 2003, with respect to any Municipal Legal Officer who was not an active participant of another GMEBS member plan as a Municipal Legal Officer. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan. A Municipal Legal Officer who is first employed or who becomes reemployed by the City on or after August 17, 2003, must satisfy the definition of "Employee" as defined in Section 2.30 of the Basic Plan Document to be eligible to participate in the Plan.) In accordance with Section 4.03(b) of the Basic Plan Document, a Municipal Legal Officer who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date said Officer initially takes such office or returns to office.

## 10. ELIGIBILITY CONDITIONS

### A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **32 hours/week (regularly scheduled)** (must not exceed 40 hours/week regularly scheduled)

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): **Class 1, Class 2, and Class 3 Participants (as defined in paragraphs 16(a)(i), (ii) and (iii) of the General Addendum); provided that in the event that a Class 1, Class 2 or Class 3 Participant becomes reemployed with the City on or after April 1, 2010, this exception will not apply with respect to the period(s) of employment following said reemployment date.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☒ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

### B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least **5** months per year (regularly scheduled)

**Exceptions:** If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least \_\_\_\_\_ months per year (regularly scheduled)

## 11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- ☐ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): \_\_\_\_\_.

### 13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

#### A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

##### **(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ **(insert date)**.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

**(2) Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on July 1, 1983, or July 1, 1986. Credited Past Service shall not include any tenure of office as a Municipal Legal Officer unless the Participant was serving as a Municipal Legal Officer on July 1, 1987.

An elected or appointed member of the Governing Authority who initially took office on January 1, 2012, and who holds such office as of April 1, 2014 (i.e., Andrea Blustein, Charles Welch, Ron Fennell and Susan Deese Wilkinson), shall receive Credited Past Service attributable to Service as an elected or appointed member of the Governing Authority from January 1, 2012, through March 31, 2014; provided however, that such Credited Past Service shall be contingent on said elected or appointed member of the Governing Authority satisfying the requirements of Section 19 of the Adoption Agreement, relating to Employee Contributions (see also General Addendum paragraph 16(j)(xi)).

**(3) Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

**(4) Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

## **B. Prior Military Service**

**Note:** This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

### **(1) Credit for Prior Military Service.**

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- ☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.
- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Maximum Credit for Prior Military Service.**

Credit for Prior Military Service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(3) Rate of Accrual for Prior Military Service.**

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☐ One month of military service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(4) Payment for Prior Military Service Credit (check one):**

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
  - ☐ The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit (as defined below).
  - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): \_\_\_\_.**

**(5) Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

### **C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

#### **(1) Credit for Prior Governmental Service.**

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).**
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

#### **(2) Definition of Prior Governmental Service.**

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): \_\_\_\_\_.**

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

#### **(3) Maximum Credit for Prior Governmental Service.**

Credit for prior governmental service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(4) Rate of Accrual for Prior Governmental Service Credit.**

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Adopting Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Payment for Prior Governmental Service Credit.**

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
  - ☐ The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit.
  - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

**(1) Credit for Unused Paid Time Off.**

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or



incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

**Important Note:** Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☐ Unused paid time off shall **not** be treated as Credited Service (**if checked, skip to Section 14 – Retirement Eligibility**).
- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan (**check one or more as applicable**):
  - ☒ Unused sick leave
  - ☐ Unused vacation leave
  - ☐ Unused personal leave
  - ☐ Other paid time off (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**(2) Minimum Service Requirement.**

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- ☒ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least \_\_\_\_\_ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**(3) Use of Unused Paid Time Off Credit.** Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- ☒ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of \_\_\_\_ months **(insert number)**.

**(5) Computation of Unused Paid Time Off.**

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

**(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_.

## **14. RETIREMENT ELIGIBILITY**

**A. Early Retirement Qualifications**

Early retirement qualifications are **(check one or more as applicable)**:

- ☐ Attainment of age \_\_\_\_\_ **(insert number)**
- ☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service

**Exceptions:** If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** 1) Class 2 Participants (as defined in paragraph 16(a)(ii) of the General Addendum); 2) Class 4 and Class 5 Participants (as defined in paragraph 16(a)(iv) and (v) of the General Addendum, respectively) who are not Identified Senior Staff (as defined in paragraph 16(a)(vii) of the General Addendum); and 3) Elected or appointed members of the Governing Authority and Municipal Legal Officers governed by the pre-July 1, 1999 Plan, provided they do not become reemployed or return to office (following vacation of office) on or after April 1, 2010 (see paragraph 16(p)(iii) of the General Addendum for treatment of elected or appointed members of the Governing Authority who return to office on or after April 1, 2010 (following a vacation of office) and paragraph 16(p)(ii) of the General Addendum for treatment of Eligible Regular Employees and Municipal Legal Officers who become reemployed on or after April 1, 2010).

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

- ☒ Attainment of age 55 **(insert number)**
- ☒ Completion of 10 years **(insert number)** of Total Credited Service

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): 1) Class 3 Participants (as defined in paragraph 16(a)(iii) of the General Addendum) who are not Identified Senior Staff (as defined in paragraph 16(a)(vii) of the General Addendum); and 2) Elected or appointed members of the Governing Authority and Municipal Legal Officers governed by the July 1, 1999 Retirement Plan (as defined in paragraph 16(a)(vi) of the General Addendum).

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- ☒ Attainment of age 55 (insert number)
- ☒ Completion of 7 years (insert number) of Total Credited Service

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): Class 3, Class 4, and Class 5 Participants (as defined in paragraphs 16(a)(iii), 16(a)(iv) and 16(a)(v) of the General Addendum, respectively) who are Identified Senior Staff (as defined in paragraph 16(a)(vii) of the General Addendum) (but see General Addendum subsection 16(p) concerning treatment of reemployed Participants and subsection 16(q) concerning impact on Early Retirement qualifications of a Participant's reclassification from Identified Senior Staff to a position that is not included in Identified Senior Staff).

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- ☒ Attainment of age 55 (insert number)
- ☒ Completion of 5 years (insert number) of Total Credited Service

## **B. Normal Retirement Qualifications**

**Note:** Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

### **(1) Regular Employees**

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- ☒ Attainment of age 65 (insert number)
- ☒ Completion of 7 years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es) of Participants (must

**specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** **Class 1 Participants (as defined in paragraph 16(a)(1) of the General Addendum).**

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable):**

- ☒ Attainment of age **55** (insert number)
- ☒ Completion of **\*** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**\*A number that when combined with the Participant's age will equal at least 85.**

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** **Class 2 and Class 3 Participants (as defined in paragraph 16(a)(ii) and 16(a)(iii) of the General Addendum, respectively) and Class 4 and Class 5 Participants (as defined in General Addendum paragraphs 16(a)(iv) and 16(a)(v), respectively) who are Identified Senior Staff, (as defined in paragraph 16(a)(vii) of the General Addendum) (but see General Addendum subsection 16(p) concerning treatment of reemployed Participants and 16(q) concerning impact on Normal Retirement qualifications of a Participant's reclassification from Identified Senior Staff to a position that is not included in Identified Senior Staff.**

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable):**

- ☒ Attainment of age **65** (insert number)
- ☒ Completion of **5** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets

minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**(2) Elected or Appointed Members of Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are (check one or more as applicable):**

- ☒ Attainment of age **65 (insert number)**
- ☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:\_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **Municipal Legal Officers initially employed or reemployed on or after April 1, 2010.**

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- ☒ Attainment of age **65 (insert number)**
- ☒ Completion of **7** years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without

first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:\_\_\_\_\_.

### C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

#### **Alternative Normal Retirement Qualifications (check one or more, as applicable):**

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☐ Attainment of age \_\_\_\_\_ **(insert number)**

☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A Participant (**check one**): ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

- (3) ☒ **Rule of 80 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- ☒ Must have attained at least age **55 (insert number)\***
- ☐ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): ☐ all Participants ☐ only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): 1) Class 3 Participants (as defined in paragraph 16(a)(iii) of the General Addendum); 2) elected or appointed members of the Governing Authority and Municipal Legal Officers governed by the July 1, 1999 Retirement Plan (as defined in paragraph 16(a)(vi) of the General Addendum); and 3) Class 4 and Class 5 Participants (as defined in paragraphs 16(a)(iv) and 16(a)(v), respectively, of the General Addendum) who have at least 7 years of Total Credited Service.

A Participant (**check one**): ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Past and future Credited Service under other GMEBS member employer retirement plans shall count for purposes of meeting the minimum Service requirements for this Rule.**

**\*The minimum age 55 noted above is not applicable to Participants employed in the following positions on or after January 17, 2023: Community Relations Director; Environmental Services Director; City Engineer; City Clerk; Economic Development Director; Library Director; Human Resources & Risk Management Director; Information Technology Director; Parks & Recreation Director; Community Development Director; Finance Director; Public Works Director; Police Chief; Fire Chief; Assistant City Administrator & Finance Director; Deputy City Administrator; and City Administrator; and Elected or appointed members of the Governing Authority. No minimum age applies to the Rule of 80 with respect to this group of Participants.**

- (4) ☒ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least **35** years (**insert number**) of Total Credited Service, regardless of the Participant's age.

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): ☐ all Participants ☐ only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**):     .

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Class 4 and Class 5 Participants (as defined in paragraphs 16(a)(iv) and 16(a)(v), respectively, of the General Addendum).**



A Participant (**check one**): ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): Credited Service under other GMEBS member employer retirement plans shall not count for purposes of meeting the minimum Service requirements to qualify for this Rule.

(5) ☐ **Other Alternative Normal Retirement Benefit.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): ☐ all Participants ☐ only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

A Participant (**check one**): ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

(6) ☐ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.**

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A public safety employee Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**Note:** "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

#### **D. Disability Benefit Qualifications**

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☒ No minimum.
- ☐ \_\_\_\_\_ years (insert number) of Total Credited Service.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Disability Retirement Benefits are only available to Class 1 and Class 2 Participants and elected or appointed members of the Governing Authority and Municipal Legal Officers who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to be covered by the terms of the Pre-July 1, 1999 Retirement Plan, provided they do not become reemployed by the City or return to office following vacation of office on or after April 1, 2010. Disability Retirement Benefits are not available to any other Participants.**

## 15. RETIREMENT BENEFIT COMPUTATION

### A. **Maximum Total Credited Service**

The number of years of Total Credited Service which may be used to calculate a benefit is (check one or all that apply):

- ☐ not limited.
- ☐ limited to \_\_\_\_\_ years for all Participants.
- ☒ limited to **35** years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☒ Only the following Eligible Regular Employees: **Class 3, Class 4 and Class 5 Participants (as defined in paragraphs 16(a)(iii), 16(a)(iv) and 16(a)(v), respectively, of the General Addendum).**
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- ☐ limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

### B. **Monthly Normal Retirement Benefit Amount**

#### (1) **Regular Employee Formula**

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- ☒ (a) **Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants who are Regular Employees.  
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**  
**Class 1, Class 3, Class 4 and Class 5 Participants.**

- ☐ (b) **Alternative Flat Percentage Formula. \_\_\_\_\_% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.**

- ☒ (c) **Split Final Average Earnings Formula. 1.25% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus 2.0% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants who are Regular Employees.  
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named): Class 2 Participants employed on or after October 1, 1984, and those employed prior to said date when application of the formula in this Section 16(B)(1)(c) would result in a higher benefit than the benefit as determined under Section 16(B)(1)(d) below.**

- ☒ (d) **Alternative Split Final Average Earnings Formula. 1.0% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus 1.75% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants.  
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named): Class 2 Participants employed prior to October 1, 1984, only when application of the formula in this Section 16(B)(1)(d) would**

**result in a higher benefit than the benefit as determined under Section 16(B)(1)(c) above.**

**[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]**

**(2) Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☒ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants to whom the benefit formula under Section 15(B)(1)(c) applies.**
- ☒ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☒ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants to whom the benefit formula under Section 15(B)(1)(d) applies.**
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ \_\_\_\_\_ **(specify amount)**. This definition shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for

the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Class 1 and Class 2 Participants (as defined in paragraphs 16(a)(i) and 16(a)(ii), respectively, of the General Addendum) who do not become reemployed on or after April 1, 2010 (see paragraph 16(p)(ii) of the General Addendum regarding treatment of Eligible Regular Employees who are reemployed on or after April 1, 2010).**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Class 3 Participants (as defined in paragraph 16(a)(iii) of the General Addendum) whose effective Retirement date is on or after January 1, 2000, and who do not become reemployed as Class 4 or Class 5 Participants on or after April 1, 2010 (see paragraph 16(p)(ii) of the General Addendum regarding treatment of Eligible Regular Employees who are reemployed on or after April 1, 2010).**

See General Addendum Section 7 for applicable definition for Classes 4 and 5.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

**(4) Formula for Elected or Appointed Members of the Governing Authority**

The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$42.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or

Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- ☐ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☒ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named):** Those who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to be covered by the terms of the Pre-July 1, 1999 Retirement Plan, provided they do not return to office on or after April 1, 2010, following vacation of office. (See subsection 16(b) of the General Addendum regarding the benefit formula for elected or appointed members of the Governing Authority or Municipal Legal Officers governed by the July 1, 1999 Plan and the benefit formula for Municipal Legal Officers initially employed or reemployed on or after April 1, 2010, who Terminate on or after January 17, 2023).

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
  - ☐ All Participants.
  - ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** 1) Class 2 Participants (as defined in paragraph 16(a)(ii) of the General Addendum); and 2) elected or appointed members of the Governing Authority and Municipal Legal Officers governed by the pre-July 1, 1999 Plan, provided they do not become reemployed or return to office (following vacation of office) on or after April 1, 2010 (see paragraph 16(p)(iii) of the General Addendum for treatment of elected or appointed members of the Governing Authority who return to office on or after April 1, 2010 (following a vacation of office) and paragraph 16(p)(ii) of the General Addendum for treatment of Eligible Regular Employees and Municipal Legal Officers who become reemployed on or after April 1, 2010).

- ☒ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

- ☐ All Participants.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** 1) Class 3, Class 4 and Class 5 Participants; (ii) Elected or appointed members of the Governing Authority governed by the July 1, 1999 Plan and applying for the 55 & 7 Early Retirement benefit; and (iii) Municipal Legal Officers governed by the July 1, 1999 Plan and applying for the 55 & 7 Early Retirement benefit.

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before</u></b> <b><u>Age 65</u></b> <b>(check as applicable)</b>	<b><u>Percentage of</u></b> <b><u>Normal Retirement Benefit*</u></b> <b>(complete as applicable)</b>
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.94
<input checked="" type="checkbox"/> 2	0.88
<input checked="" type="checkbox"/> 3	0.82
<input checked="" type="checkbox"/> 4	0.76
<input checked="" type="checkbox"/> 5	0.70
<input type="checkbox"/> 6	0.67
<input type="checkbox"/> 7	0.64
<input type="checkbox"/> 8	0.61
<input type="checkbox"/> 9	0.58
<input type="checkbox"/> 10	0.55
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

**D. Monthly Late Retirement Benefit Amount (check one):**

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal



Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

**E. Monthly Disability Benefit Amount**

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☒ No less than (**check one**): ☒ 20% ☐ 10% ☐ \_\_\_\_% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☐ No less than (**check one**): ☐ 66 2/3 % ☐ \_\_\_\_% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

**F. Minimum/Maximum Benefit For Elected Officials**

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☐ No minimum or maximum applies.
- ☒ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or

appointed member of the Governing Authority. Resolution to Restate GMA's GMEBS Defined Benefit Retirement Plan Resolution to Restate GMA's GMEBS Defined Benefit Retirement Plan (See also General Addendum subsection 16(d) for application of this provision.)

- ☐ Other minimum or maximum (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**G. Multiple Plans**

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

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**16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA**

**A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)**

**(1) Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to (**check one**): ☐ all Retired Participants ☐ only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer**): \_\_\_\_\_.

**(2) Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

\_\_\_\_\_.

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

\_\_\_\_\_.

- (c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

\_\_\_\_\_.

## **B. Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- ☒ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_% **(insert percentage)**.

- ☐ (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☒ All Participants (and their Beneficiaries).  
☐ Participants (and their Beneficiaries) who terminate employment on or after \_\_\_\_\_ **(insert date)**.  
☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): \_\_\_\_\_.

## **17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING**

### **A. Eligible Regular Employees**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one)**:

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 7 years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

<b><u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u></b>	<b><u>VESTED PERCENTAGE</u></b>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

**Exceptions:** If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): **Class 3, Class 4, and Class 5 Participants (as defined in paragraph 16(a)(iii), 16(a)(iv) and 16(a)(v) of the General Addendum, respectively) who are Identified Senior Staff (as defined in paragraph 16(a)(vii) of the General Addendum).**

Vesting Schedule for excepted class (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): **Benefits shall be 100% Vested after the Participant has a minimum of 5 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum (but see General Addendum subsection 16(q) concerning impact on Vesting of a Participant's reclassification from Identified Senior Staff to a position not included in Identified Senior Staff).**

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): **Class 2 Participants (as defined in paragraph 16(a)(ii) of the General Addendum.**

Vesting Schedule for excepted class (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Benefits shall be 100% Vested after the Participant has a minimum of 10 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this 10-year minimum.**

#### **B. Elected or Appointed Members of the Governing Authority**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a

vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☒ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): No Vesting schedule (immediate Vesting) for elected or appointed members of the Governing Authority and Municipal Legal Officers who hold office before August 18, 2003, except as provided below with respect to Municipal Legal Officers who become reemployed on or after April 1, 2010. For elected or appointed members of the Governing Authority and Municipal Legal Officers who initially take office or return to office on or after August 18, 2003, benefits shall be 100% Vested after the Participant has a minimum of 7 years of Total Credited Service, except as provided below with respect to Municipal Legal Officers who become reemployed on or after April 1, 2010. Benefits remain 0% Vested until the Participant satisfies this minimum. For Municipal Legal Officers initially employed or reemployed on or after April 1, 2010, and Terminated before January 17, 2023, benefits under the April 1, 2010 Plan shall be 100% Vested after the Participant has a minimum of 10 years of Total Credited Service. Benefits under the April 1, 2010 Plan remained 0% Vested until the Participant satisfied this minimum. Notwithstanding the foregoing, Municipal Legal Officers initially employed or reemployed on or after April 1, 2010, who are in Service on or after January 17, 2023, shall be 100% Vested upon the completion of a minimum of seven (7) years of Total Credited Service. Benefits under the April 1, 2010 Plan remain 0% Vested until the Participant satisfies this 7-year minimum.**

## **18. PRE-RETIREMENT DEATH BENEFITS**

### **A. In-Service Death Benefit**

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

- (1) ☐ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan

Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

- ☐ The Participant must be vested in a normal retirement benefit.
- ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

(2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**Imputed Service.** For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half ( $\frac{1}{2}$ ) ☐ \_\_\_\_\_ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

**(3) Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): See subsections 16(e) and 16(f) of the General Addendum.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): See subsections 16(e) and 16(f) of the General Addendum.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): See subsections 16(e) and 16(f) of the General Addendum.

## **B. Terminated Vested Death Benefit**

**(1) Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- ☐ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

**(2) Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): See subsections 16(g) and 16(h) of the General Addendum.



Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named): See subsections 16(g) and 16(h) of the General Addendum.**

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): See subsections 16(g) and 16(h) of the General Addendum.**

## **19. EMPLOYEE CONTRIBUTIONS**

**(1) Employee contributions (check one):**

- ☐ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for all Participants.
- ☒ Are required in the amount of **3.25%** **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named): All of the following Participants in Service on or after January 17, 2023, with respect to Employee Contributions made on or after such date: 1) All Class 1, Class 3, Class 4 and Class 5 Participants; and 2) All elected or appointed members of the Governing Authority and Municipal Legal Officers Governed by the July 1, 1999 Plan.**
- ☒ Are required in the amount of **0%** **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named): 1) Class 2 Participants; and 2) Elected or appointed members of the Governing Authority and Municipal Legal Officers governed by the Pre-July 1, 1999 Plan.**

**[Repeat above subsection as necessary if more than one contribution rate applies.]**

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one):**

- ☒ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although

designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

- ☐ Not to pick up Employee Contributions.

**(3) Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- ☒ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): See paragraph 16(j)(vii) of the General Addendum.**

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

## 22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

**Adoption.** The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust,

may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

**Authorization for Amendments.** Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

**Reliance on Opinion Letter.** As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

**AN ORDINANCE (continued from page 1)**

**Section 2.** Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

**Section 3.** The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

**Section 4.** All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Smyrna, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF SMYRNA, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary