City of Atlanta
Police Officers' Pension Plan

SUMMARY PLAN DESCRIPTION
(Revised July 1, 2013)

September 4, 2013

PART I: City of Atlanta Police Officers' Pension Plan

Introduction

One of the most important long-range goals for you and your family is to prepare for your financial security during your retirement years. The City of Atlanta Police Officers' Pension Plan was established to help you with this goal. This summary plan document is being provided to you merely to serve as a guide to understanding your benefits under the plan. In no case shall any portion of this summary plan document take priority over or change the meaning or effect of ordinance material already embodied in the Atlanta City Code of Ordinances.

The current pension plan was established by State legislators on April 1, 1978 and is commonly referred to as the "1978 Plan." When the 1978 Plan was first implemented as a new plan for the City of Atlanta, police officers were given the choice either to remain in the older 1964 Plan, also known as the "1964 Plan," or to elect participation under the newer 1978 Plan. For those police officers who elected coverage under the new 1978 Plan, the employee contribution was increased and those desiring not to elect into the amendment remained under the 1964 Plan with a smaller employee contribution. Because there are very few officers still covered under the 1964 Plan, this booklet only describes the benefits in effect since April 1, 1978. If you are covered by the 1964 Plan, please refer to your previous summary plan booklet or contact the pension administrator's offices at Zenith American Solutions, Inc. at (770) 934-3953. Also, if you retired or terminated your employment prior to July 1, 2013, some of the benefits described in this booklet may not apply to you.

The 1978 Plan has undergone several amendments by legislators over the last 35 years. First, there was an amendment made on January 1, 1986, commonly known as the "1986 Amendment," that changed the plan's disability and death provisions. Next, there was an amendment made on July 1, 2010, commonly known as the "2010 Amendment," that reduced benefits for employees hired during the period July 1, 2010 through September 30, 2011. Most recently, there was an amendment made on October 1, 2011, commonly known as the "2011 Amendment," that further reduced benefits for employees hired after September 30, 2011. As required by law for all legislated changes amending the level of benefits offered, the police officers in active duty were given the option to accept or reject participation under the plan as amended by the 1986 Amendment, 2010 Amendment, and 2011 Amendment.

> **IMPORTANT NOTE:** The actual benefit payable to you from the plan will depend on the particular set of plan provisions that apply to you. In order to determine the benefit group (A, B, C, or D) to which you belong, see *"Choosing Your Benefit Group"* on page 3.

The City of Atlanta Police Officers' Pension Plan is a ***defined benefit pension plan***. Eligibility for benefits and the amount of those benefits are based upon a participant's years of service, compensation, and age at retirement. Eligible plan participants are sworn police officers employed by the City of Atlanta. Eligible plan beneficiaries include legal spouses, registered domestic partners, or unmarried minor children (or children under the age of 23 if a full-time student). Funding of the plan comes from the combined contributions made by both the City of Atlanta and the plan participants. It is important to note that plan participants do ***not*** have individual accounts in the pension plan. Upon the death of a participant, survivor benefits may be payable to eligible beneficiaries.

This booklet is written in everyday language to summarize the benefits, rights, and obligations you have under your pension plan. While every effort has been made to accurately describe the pension plan, it is important to remember that this booklet is only a summary. In the event this booklet conflicts with City ordinances and State laws governing the plan, the provisions of the City ordinances and State laws will be followed.

No Reliance on Oral Representation: No oral representation, explanation, confirmation, and/or reports may be relied upon by any person whatsoever. Eligibility, coverage, and benefits are determined solely on the basis of the relevant City ordinances, State laws, and applicable rules, regulations, and procedures of the Board of Trustees. All determinations of eligibility and benefits are based on the precise facts of any particular circumstances, including the data on hand with the Trustees such as years of service, compensation, and contribution history. No oral representation, confirmation, or description or explanation of coverage and/or benefits given by any person whatsoever is binding upon the Trustees. General descriptions of coverage and/or benefits may be provided strictly as a courtesy accommodation to participants or beneficiaries, but they are ***not*** *final or determinative on a participant's eligibility, coverage, or anticipated benefit amount provided for by the fund. Final determinations of eligibility and benefits are made only by the Trustees upon a full adjudication of written claims, full proof of claims, and evaluation of all relevant data. Final determinations will be provided to each participant in writing.*

We hope that you will find this information helpful. If you have any questions, please contact the pension office for assistance. The pension office is located at the offices of Zenith American Solutions, Inc., 100 Crescent Center Parkway, Suite 400, Tucker, Georgia 30084, and is open during normal business hours on Monday through Friday (except holidays). The pension office can also be reached by telephone at (770) 934-3953 (local) or (800) 959-3953 (toll-free).

Sincerely,

Board of Trustees
City of Atlanta Police Officers' Pension Fund

Choosing Your Benefit Group

As a participant in the plan, you are generally included in ***only one*** of the following benefit groups. However, employees as of November 1, 2011 were allowed a one-time election to transfer into Group D with respect to their employment after October 31, 2011.

GROUP A	You are included in Group A if you were hired prior to January 1, 1986, you are covered by the 1978 Plan, and you have ***NOT*** elected to be covered by the 1986 Amendment, the 2010 Amendment, or the 2011 Amendment.

OR

GROUP B	You are included in Group B if you were hired prior to July 1, 2010 and you have elected to be covered by the 1986 Amendment. ***If you were hired during the period January 1, 1986 through June 30, 2010 and you have not elected coverage under either the 2010 Amendment or the 2011 Amendment, then you are automatically included in this group.***

OR

GROUP C	You are included in Group C if you were hired prior to October 1, 2011 and you have elected to be covered by the 2010 Amendment. ***If you were hired during the period July 1, 2010 through September 30, 2011 and you have not elected coverage under the 2011 Amendment, then you are automatically included in this group.***

OR

GROUP D

You are included in Group D if you have elected to be covered by the 2011 Amendment. ***If you were hired after September 30, 2011, then you are automatically included in this group.***

IMPORTANT: The benefit group to which you belong determines the specific benefits that you are eligible to receive from the plan. If a particular benefit is different for one group than for another group, then that benefit is described in the format shown above. As you read this booklet, please pay careful attention to which rules and benefits apply to your situation.

The Plan at a Glance

SECTION	DESCRIPTION		SEE PAGE
Eligibility for participation	All full-time sworn police officers employed by the City of Atlanta are eligible to participate in the plan.		9
Contributions	GROUP D	All participants must contribute 8% of their basic salary to the plan. The City of Atlanta also makes a periodic contribution to the plan as determined by the plan actuary.	10
		OR	
	ALL OTHER GROUPS	All participants must contribute at least 12% of their basic salary to the plan. *(Prior to November 1, 2011, the contribution rates were less than 12%.)* Those participants who have an eligible beneficiary must contribute an additional 1% of their basic salary. The City of Atlanta also makes a periodic contribution to the plan as determined by the plan actuary. NOTE: If you have made contributions at the lower rate and you add a beneficiary later, then you will be assessed the additional 1% contribution retroactive to your date of hire. Also, if you lose your beneficiary (because of divorce or the death of your spouse, for example), you will retain a credit for the additional 1% contribution that you have already made, but you are not entitled to a refund of the extra 1% contribution.	
Normal Retirement	GROUPS A and B	If you have earned at least 30 years of creditable service, you are eligible for normal retirement immediately regardless of your age. Alternatively, you are eligible for normal retirement at age 55 if you have earned at least 10 years of creditable service or at age 65 if you have earned at least five years of creditable service.	12
		OR	

(continued)

SECTION	DESCRIPTION		SEE PAGE
Normal Retirement ***(continued)***	**GROUP C**	If you have earned at least 30 years of creditable service, you are eligible for normal retirement immediately regardless of your age. Alternatively, you are eligible for normal retirement at age 55 if you have earned at least 15 years of creditable service.	
		OR	
	GROUP D	If you have earned at least 30 years of creditable service, you are eligible for normal retirement immediately regardless of your age. Alternatively, you are eligible for normal retirement at age 57 if you have earned at least 15 years of creditable service.	
Early Retirement	**GROUPS A AND B**	You may retire at any age if you have earned at least 10 years of creditable service.	**13**
		OR	
	GROUP C	You may retire at any age if you have earned at least 15 years of creditable service.	
		OR	
	GROUP D	You may retire as early as age 47 if you have earned at least 15 years of creditable service.	
Delayed Retirement	You may continue to work after your normal retirement age and earn additional plan benefits up to the maximum benefit payable from the plan.		**13**

(continued)

SECTION	DESCRIPTION	SEE PAGE
Deferred Vested Retirement	If you have earned at least five years of creditable service, you will be entitled to receive retirement benefits at age 60.	**13**
Disability Retirement	If you become disabled and your disability is service-related, you are eligible for a disability retirement benefit regardless of your service. If you become disabled and your disability is ***not*** service-related, you are eligible for a disability retirement benefit only if you have earned at least five years of creditable service. **GROUP A**: Disability retirement benefits are payable for life unless you recover from your disability prior to your normal retirement age. **OR** **ALL OTHER GROUPS**: Disability retirement benefits will stop if you recover from your disability prior to your normal retirement age. Otherwise, disability retirement benefits are payable until your normal retirement age, at which time your benefit will convert to a normal retirement benefit reflecting creditable service for the period of time while you were disabled.	**39**

(continued)

SECTION	DESCRIPTION	SEE PAGE
Pre-Retirement Death Benefit	If you die in the line of duty, then your eligible beneficiary will receive a monthly death benefit regardless of your service. If you die other than in the line of duty, then your eligible beneficiary will receive a monthly death benefit only if you have earned at least five years of creditable service. **GROUP A**: The monthly death benefit is payable either for life to your eligible spouse or domestic partner (unless your spouse or domestic partner gets remarried) or in equal shares until age 18 to your eligible unmarried children after your spouse's or domestic partner's death or remarriage (or until age 23 for any unmarried child who is a full-time student). **OR** **ALL OTHER GROUPS**: The monthly death benefit is payable either for life to your eligible spouse or domestic partner or in equal shares until age 18 to your eligible unmarried children after your spouse's or domestic partner's death (or until age 23 for any unmarried child who is a full-time student).	**44**
Return of Participant Contributions	In all cases, regardless of your service, you or your beneficiary are guaranteed to receive a refund of your participant contributions to the plan with interest offset by any benefits that have been paid on your behalf.	**37**

PART II: Am I Eligible to Participate in the Plan?

Requirements for Plan Participation

You automatically become a participant in the plan if you are employed full-time as a sworn police officer by the City of Atlanta. You will remain a plan participant as long as you make the required employee contribution to the plan or until you have received all benefits to which you are entitled.

A Summary of Your Responsibilities

As a plan participant, you are responsible for:

1. Understanding how your pension plan works; and
2. Notifying the pension office if you change your address after you are no longer employed by the City; and
3. Notifying the pension office if you wish to name a beneficiary or change a beneficiary under the plan; and
4. Filing an application for benefits with the pension office in *advance* of your expected retirement date. **No benefits are paid until an application has been filed and it has been approved by the Trustees.**

PART III: Who Is Required to Pay for My Participation in the Plan?

Trust Fund

The trust fund is the source from which all payments owed to eligible participants and beneficiaries are made. The money in the trust fund is a combination of the contributions made by the City and the plan participants, plus the earnings on the assets of the trust. The contributions plus the earnings of the trust fund pay the entire cost of your pension plan.

Participant Contributions

As an active employee, you are required to contribute a percentage of your basic salary to the plan, as follows:

Table 1: Participant Contribution Percentage

	Percentage of Basic Salary	
Participant Contribution Status	GROUP D	ALL OTHER GROUPS
Does not have an eligible beneficiary	8%	12%
Does have an eligible beneficiary	8%	13%

Note that a lower contribution percentage applied prior to November 1, 2011 to participants who are not included in Group D.

An **eligible beneficiary** under this plan is your legal spouse or your registered domestic partner or an unmarried child under the age of 18 (or under the age of 23 if a full-time student). See Part V, *"How Are My Retirement Benefits Paid?"* on page 14 and Part IX, "*What Happens if I Die Before I Retire?"* on page 44 for an explanation of the benefits to which your eligible beneficiary (or beneficiaries) may be entitled under the plan.

Monthly post-retirement death benefits will only be payable to your eligible beneficiary if you have made all participant contributions at the higher percentage that is required for the coverage of eligible beneficiaries.

IMPORTANT NOTE: *If you have an eligible beneficiary and you are not included in Group D, then you are required to contribute at the higher percentage (13% of your basic salary after October 31, 2011). If you do not have an eligible beneficiary, you may choose to contribute at the higher percentage in anticipation of the possibility that you will have an eligible beneficiary in the future.* ***If you do not choose to contribute at the higher percentage and you later have an eligible beneficiary, then you will be required to pay into the pension fund an amount equal to 1% of your salary or earnings for all of your creditable service prior to the time that you have an eligible beneficiary. Furthermore, if you do not pay this extra 1% contribution on all of your past service within two years after you have an eligible beneficiary, then you must also pay interest on the retroactive contributions.*** *You should immediately notify the pension office if your participant contribution status changes and, as a precaution, you should check to make sure that the proper participant contribution percentage is being deducted from your pay.*

Since 1986, overtime pay (and other special pay received for services rendered in excess of your regular working hours) is not included in your base salary for purposes of determining your participant contributions. In addition, since 1994, employee contributions have been deducted on a pre-tax basis. This means that you do not have to pay federal or state income taxes on your contributions to the plan since 1994.

City Contributions

Pursuant to State law and City ordinance, the City of Atlanta must make a periodic contribution which is determined each year by an ***actuary*** who has been certified by the Internal Revenue Service (IRS). (An actuary is a professional who is trained to determine the amount of money which must be put aside in order to provide the retirement, disability, and death benefits which have been promised to the participants of the pension plan.)

PART IV: When Can I Retire With a Benefit from the Plan?

Depending upon your age and creditable service (*see page 17 for the definition of creditable service under the plan*), normal, early, delayed, or vested deferred retirement benefits may be payable to you upon your termination of employment with the City.

If you leave your job, become disabled, or die prior to retirement, you or your eligible beneficiary(ies) may also be eligible for benefits from the plan (*see "What Happens If I Leave My Job As a Police Officer Before I Retire?" on page 37, "What Happens If I Become Disabled Before I Retire?" on page 39, or "What Happens If I Die Before I Retire?" on page 44*).

Normal Retirement Benefit

To be eligible to receive a normal retirement benefit, you must reach what is known as your "normal retirement age." Your normal retirement age depends on whether you are included in Groups A, B, C, or D as described below.

GROUPS A and B	Normal retirement age occurs when you have earned 30 years of creditable service. Alternatively, normal retirement age occurs when you either reach age 55 and have earned 10 years of creditable service or you reach age 65 and have earned five years of creditable service.
	OR
GROUP C	Normal retirement age occurs when you have earned 30 years of creditable service. Alternatively, normal retirement age occurs when you reach age 55 and have earned 15 years of creditable service.
	OR
GROUP D	Normal retirement age occurs when you have earned 30 years of creditable service. Alternatively, normal retirement age occurs when you reach age 57 and have earned 15 years of creditable service.

Early Retirement Benefit

Your early retirement age depends on whether you are included in Groups A, B, C, or D as described below.

GROUPS A AND B	You must have earned at least 10 years of creditable service before you are eligible to receive an early retirement benefit.
	OR
GROUP C	You must have earned at least 15 years of creditable service before you are eligible to receive an early retirement benefit.
	OR
GROUP D	You must have reached age 47 and earned at least 15 years of creditable service before you are eligible to receive an early retirement benefit.

After you receive a normal retirement benefit or an early retirement benefit, you are no longer eligible to receive any other type of retirement, disability, or pre-retirement death benefit from the pension plan.

Delayed Retirement Benefit

If you continue your employment after your normal retirement age, you will be eligible to receive a delayed retirement benefit once you terminate your employment as a police officer with the City.

Vested Deferred Retirement Benefit

If you terminate your employment with the City after you have earned at least five years of creditable service, but you are not eligible to receive a normal or an early retirement benefit from the plan, then you may be eligible to receive a vested deferred retirement benefit beginning at age 60.

PART V: How Are My Retirement Benefits Paid?

<u>Standard Forms of Payment</u>

Retirement benefits (including normal, early, delayed, vested deferred, and disability retirement benefits) are automatically payable in the following forms:

<u>If you do not have an eligible beneficiary</u> when you retire, your retirement benefit will be paid to you as a monthly benefit for your lifetime.

<u>If you do have an eligible beneficiary</u> when you retire, your retirement benefit will be paid to you as a monthly benefit for your lifetime and, upon your death, a portion of your benefit (called the "post-retirement death benefit") will be payable to your eligible beneficiary, as follows:

- ***If your eligible beneficiary is a legal spouse***, then the applicable post-retirement death benefit will continue automatically to your spouse as a monthly benefit, ***provided that you were married to your spouse for at least one year prior to your death.***
- ***If your eligible beneficiary is a registered domestic partner***, then the applicable post-retirement death benefit will continue automatically to your domestic partner as a monthly benefit, ***provided that you were registered with your domestic partner for at least one year prior to your death.***
- ***If your eligible beneficiary is a dependent child***, then the following rules apply:

GROUP A	If you do not have an eligible spouse or domestic partner or your eligible spouse or domestic partner dies ***or remarries***, then the applicable post-retirement death benefit will be payable in equal shares to your dependent children. In this case, your dependent children include only your unmarried children who are under age 18 (or under age 23 if a full-time student).
	OR
ALL OTHER GROUPS	If you do not have an eligible spouse or domestic partner or your eligible spouse or domestic partner dies, then the applicable post-retirement death benefit will be payable in equal shares to your dependent children. In this case, your dependent children include only your unmarried children who are under age 18 (or under age 23 if a full-time student).

The "post-retirement death benefit" that is payable to your beneficiary(ies) depends on whether you are included in Group D or in one of the other groups, as follows:

GROUP D	The post-retirement death benefit is equal to 75% of the amount that you were receiving at the time of your death multiplied by the ratio of: (a) the actuarial value of the benefits that are expected to be paid to your beneficiary(ies), to (b) the actuarial value of the benefits that were expected to be paid to you at the time of your death. Under this formula, the death benefit that is payable on your behalf will vary depending on your age at death and on the age(s) of your beneficiary(ies). Generally, the post-retirement death benefit will be smaller if you die at an older age or if the benefit is payable to a much younger spouse or domestic partner.
	OR
ALL OTHER GROUPS	The post-retirement death benefit is equal to 75% of the amount that you were receiving at the time of your death.

If you die before you retire, retirement benefits will not be paid. However, your eligible beneficiary will receive a monthly pre-retirement death benefit payable as described under Part IX, *"What Happens If I Die Before I Retire?"* on page 44. Alternatively, if you are not vested or you do not have an eligible beneficiary, then your designated death beneficiary will receive a one-time refund of your accumulated participant contributions with interest.

REGARDLESS OF WHEN YOU RETIRE, RETIREMENT BENEFITS WILL NOT BEGIN BEFORE THE FIRST OF THE MONTH FOLLOWING RECEIPT OF YOUR COMPLETED APPLICATION IN THE PENSION OFFICE.

Cost-of-Living Adjustment

All monthly benefits include an automatic cost-of-living adjustment effective each January 1st based on the change in the Consumer Price Index as of the preceding November 1st and limited as follows:

GROUP D	The annual cost-of-living adjustment is limited to 1%.
	OR
ALL OTHER GROUPS	The annual cost-of-living adjustment is limited to 3%.

Guaranteed Minimum Benefit

Regardless of whether you retire with a normal, early, delayed, or vested deferred benefit or whether you terminate your employment prior to retirement, you are guaranteed at a minimum to receive the amount of your accumulated participant contributions with simple interest. The interest rate that is credited to your participant contributions is generally 5% per year, but the interest rate may be less than 5% for those years in which the trust fund earns less than 5% on its investments. Also, interest was not credited prior to 1986.

PART VI: How Much Is My Retirement Benefit from the Plan?

Your ***monthly accrued benefit*** under the plan is based upon your ***creditable service***, your ***average monthly earnings***, and the ***applicable benefit accrual rate*** in effect when you terminate employment as a police officer with the City.

A. Creditable Service

Both your eligibility for benefits and the amount of your benefits from the plan depend on your length of service. The service that is recognized under the pension plan is called ***creditable service***.

Generally, only your service with the City while you are employed as a full-time sworn police officer and for which you have made the required participant contributions will count towards your eligibility for benefits and for calculating the amount of your benefit. This period of service is referred to as your "base creditable service". However, your creditable service will also include an ***unused sick leave service credit*** for any unused sick leave that you have accumulated when you terminate your employment. The following worksheet shows how your creditable service is determined:

Worksheet A

Creditable Service

(1) Enter the number of days of unused sick leave ____________ days

(2) Enter the number of work days per year from the table below: ÷ ____________ days

Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)
Less than 5	*239*
At least 5 but less than 10	*236*
At least 10 but less than 15	*233*
At least 15 but less than 20	*230*
At least 20	*226*

(3) **Unused Sick Leave Service Credit**
Divide Step (1) by Step (2) = ____________ years

(4) Enter Base Creditable Service* (elapsed time in days) + ____________ years

(5) **TOTAL CREDITABLE SERVICE**
Enter the sum of Step (3) and Step (4) = ____________ years

**Excluding Unused Sick Leave Service Credit, but including any purchased service or transferred City service*

Note that, if you have other periods of employment with the City, the state of Georgia, certain Georgia counties, or as a teacher within the state of Georgia, you may, under certain circumstances, be able to receive additional creditable service for such employment as explained in "*What If I Have Other Service Besides What I Have Earned As a Full-Time Police Officer with the City?*" (see question A on page 46). Creditable service will also be granted under the plan for certain military service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which is described on page 49.

B. ***Average Monthly Earnings***

The amount of your monthly accrued benefit from the pension plan also depends upon your ***average monthly earnings***. Your average monthly earnings is calculated differently depending on whether you are included in Group D or in one of the other groups, as follows:

GROUP D	The value of your average monthly earnings is the average of your base salary for the highest 120 consecutive months during your period of creditable service. Overtime pay and other special compensation in excess of your base salary is not considered in determining your average monthly earnings. However, your average monthly earnings <u>will</u> include an ***accumulated vacation pay credit***.

OR

ALL OTHER GROUPS	The value of your average monthly earnings is the average of your base salary for the highest 36 consecutive months during your period of creditable service. Overtime pay and other special compensation in excess of your base salary is not considered in determining your average monthly earnings. However, your average monthly earnings <u>will</u> include an ***unused sick leave pay credit*** and an ***accumulated vacation pay credit***.

Under federal law, solely for purposes of the pension plan, your earnings cannot exceed $200,000 per year (as adjusted for inflation from time to time). For 2013, this limit has been adjusted to $255,000 and the limit may be higher in the future. If you have questions about how the limit on earnings affects you or your benefits under the plan, please contact the pension office.

The worksheets on the next two pages show how the value of your average monthly earnings is calculated:

Worksheet B
(FOR GROUP D ONLY)
Average Monthly Earnings

(1) Enter the highest 120 months of base salary during your term of employment:

Period	Base Salary
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________
______________________	$ ____________

(2) Enter the sum of the total 120 months of base salary from Step (1) $ ____________

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(3) Enter the number of days of accumulated vacation ____________ day(s)

(4) Enter the monthly vacation accrual rate from the table below:

Years of Base Creditable Service	Days Per Month
Less than 5	*Enter 1.0000*
At least 5 but less than 10	*Enter 1.2500*
At least 10 but less than 15	*Enter 1.5000*
At least 15 but less than 20	*Enter 1.7500*
At least 20	*Enter 2.0833*

÷ ____________ day(s) per month.

(5) Divide Step (3) by Step (4) = ____________ month(s)

(6) Enter the number of work days per year from Worksheet (A), Step (2) ____________ day(s)

(7) Divide Step (6) by 260 ÷ 260 = ____________

(8) Enter highest daily rate of pay during the 120-month period shown in Step (1) x $ ____________

(9) Multiply Step (7) by Step (8) = $ ____________

(10) Total dollar amount attributable to accumulated vacation
[Step (9) $_________ multiplied by Step (3) ____ day(s)] = $ ____________

(11) Monthly accumulated vacation pay credit
[Step (10) $_________ divided by Step (5)________ month(s)] = $ ____________

(12) Enter the lesser of the amount from Step (5) or 120 months x ____________ month(s)

(13) **Accumulated Vacation Pay Credit**
Multiply Step (11) by Step (12) = $ ____________

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(14) Add Steps (2) and (13) = $ ____________

(15) **AVERAGE MONTHLY EARNINGS**
Divide Step (14) by 120 months ÷ 120 = $ ____________

Worksheet B

(FOR ALL GROUPS EXCEPT GROUP D)

Average Monthly Earnings

(1) Enter the highest 36 months of base salary during your term of employment:

Period	Base Salary
____________________	$ ____________
____________________	$ ____________
____________________	$ ____________
____________________	$ ____________

(2) Enter the sum of the total 36 months of base salary from Step (1) $ ____________

(3) Enter highest daily rate of pay during the 36-month period shown in Step (1) $ ____________

(4) Enter lowest daily rate of pay during the 36-month period shown in Step (1) $ ____________

[These daily rates are based on the actual number of work days in a year (excluding allowed vacation days) as shown in Worksheet A, Step (2).]

(5) Subtract Step (4) from Step (3) = $ ____________

(6) Enter the number of days of unused sick leave x ____________ day(s)

(7) **Unused Sick Leave Pay Credit**
Multiply Step (5) by Step (6) = $ ____________

(8) Enter the number of days of accumulated vacation ____________ day(s)

(9) Enter the monthly vacation accrual rate from the table below:

Years of Base Creditable Service	Days Per Month
Less than 5	*Enter 1.0000*
At least 5 but less than 10	*Enter 1.2500*
At least 10 but less than 15	*Enter 1.5000*
At least 15 but less than 20	*Enter 1.7500*
At least 20	*Enter 2.0833*

÷ ____________ day(s) per month.

(10) Divide Step (8) by Step (9) = ____________ month(s)

(11) Enter the number of work days per year from Worksheet (A), Step (2) ____________ day(s)

(12) Divide Step (11) by 260 ÷ 260 = ____________

(13) Enter the daily rate of pay from Step (3) x $ ____________

(14) Multiply Step (12) by Step (13) = $ ____________

(15) Total dollar amount attributable to accumulated vacation
[Step (14) $_________ multiplied by Step (8) ____ day(s)] = $ ____________

(16) Monthly accumulated vacation pay credit
[Step (15) $_________ divided by Step (10)________ month(s)] = $ ____________

(17) Enter the lesser of the amount from Step (10) or 36 months x ____________ month(s)

(18) **Accumulated Vacation Pay Credit**
Multiply Step (16) by Step (17) = $ ____________

(19) Add Steps (2), (7), and (18) = $ ____________

(20) **AVERAGE MONTHLY EARNINGS**
Divide Step (19) by 36 months ÷ 36 = $

C. ***Monthly Accrued Benefit***

Your monthly accrued benefit is calculated as follows:

GROUPS A and B:

Worksheet C

Monthly Accrued Benefit

(1)	Enter total Creditable Service from Worksheet A, Step (5)		______ years
(2)	Enter the lesser of Step (1) and **26.667**	=	______ years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (20)	x	$ ______
(4)	Enter applicable benefit accrual rate of **3%**	x	**0.03**
(5)	**MONTHLY ACCRUED BENEFIT** *Multiply Step (2) by Step (3) by Step (4)*	=	$

IMPORTANT NOTE*: Creditable service is limited to 26.667 years. As a result, if the value of your base creditable service prior to the addition of your* ***unused sick leave service credit*** *is already at least 26.667 years, your* ***unused sick leave service credit*** *will not increase the value of your monthly accrued benefit. However, even if your unused sick leave does not increase your total creditable service, your* ***unused sick leave pay credit*** *may still increase the value of your average monthly earnings and, thus, increase the value of your monthly accrued benefit. For this reason, you should carefully consider how to get the most value from your unused sick leave prior to applying for retirement benefits under the plan.*

OR

GROUP C:

Worksheet C

Monthly Accrued Benefit

(1)	Enter total Creditable Service from Worksheet A, Step (5)		______	years
(2)	Enter the lesser of Step (1) and **50.000**	=	______	years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (20)	x	$ ______	
(4)	Enter applicable benefit accrual rate of **2%**	x	**0.02**	
(5)	**MONTHLY ACCRUED BENEFIT** *Multiply Step (2) by Step (3) by Step (4)*	=	$	

OR

GROUP D:

Worksheet C

Monthly Accrued Benefit

(1)	Enter total Creditable Service from Worksheet A, Step (5)		______	years
(2)	Enter the lesser of Step (1) and **80.000**	=	______	years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (15)	x	$ ______	
(4)	Enter applicable benefit accrual rate of **1%**	x	**0.01**	
(5)	**MONTHLY ACCRUED BENEFIT** *Multiply Step (2) by Step (3) by Step (4)*	=	$	

Calculation of Your Normal or Delayed Retirement Benefit

Your normal or delayed retirement benefit under the plan is equal to your monthly accrued benefit based on your total creditable service and your average monthly earnings as of the date you terminate your employment as a police officer with the City.

Example #1 – Normal Retirement Benefit for Groups A and B

Let's assume that you are included in Group A or B and that you retire at age 55 with 21 years of base creditable service, 104 days of unused sick leave, and 75 days of accumulated vacation. Let's also assume that your highest consecutive 36 months of base salary during your term of employment are as follows:

Period		Base Salary
10/1/2010 – 12/31/2010	$	13,400.00
1/1/2011 – 12/31/2011	$	45,850.00
1/1/2012 – 12/31/2012	$	46,360.00
1/1/2013 – 9/30/2013	$	36,500.00

Finally, during this 36 month period, let's assume that your highest daily rate of pay is $212.39 per day and your lowest daily rate of pay is $193.54 per day.

In this case, your normal retirement benefit will be $2,824.09 per month payable for your lifetime, calculated as follows:

Worksheet A

Creditable Service

(1)	Enter the number of days of unused sick leave		104	Days
(2)	Enter the number of work days per year from the table below:	÷	226	Days

Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)
Less than 5	239
At least 5 but less than 10	236
At least 10 but less than 15	233
At least 15 but less than 20	230
At least 20	226

(3)	**Unused Sick Leave Service Credit** *Divide Step (1) by Step (2)*	=	0.4602	Years
(4)	Enter Base Creditable Service* (elapsed time in days)	+	21	Years
(5)	**TOTAL CREDITABLE SERVICE** *Enter the sum of Step (3) and Step (4)*	=	21.4602	Years

**Excluding Unused Sick Leave Service Credit, but including any purchased service or transferred City service*

Example #1 (continued)

Worksheet B

Average Monthly Earnings

(1) Enter the highest 36 months of base salary during your term of employment:

Period		Base Salary
10/1/2010 - 12/31/2010	$	13,400.00
1/1/2011 - 12/31/2011	$	45,850.00
1/1/2012 - 12/31/2012	$	46,360.00
1/1/2013 - 9/30/2013	$	36,500.00

(2) Enter the sum of the total 36 months of base salary from Step (1) $ 142,110.00

(3) Enter highest daily rate of pay during the 36-month period shown in Step (1) $ 212.39

(4) Enter lowest daily rate of pay during the 36-month period shown in Step (1) $ 193.54

[These daily rates are based on the actual number of work days in a year (excluding allowed vacation days) as shown in Worksheet A, Step (2).]

(5) Subtract Step (4) from Step (3) = $ 18.85

(6) Enter the number of days of unused sick leave x 104 day(s)

(7) **Unused Sick Leave Pay Credit**
Multiply Step (5) by Step (6) = $ 1,960.40

(8) Enter the number of days of accumulated vacation 75 day(s)

(9) Enter the monthly vacation accrual rate from the table below:

Years of Base Creditable Service	Days Per Month
Less than 5	*Enter 1.0000*
At least 5 but less than 10	*Enter 1.2500*
At least 10 but less than 15	*Enter 1.5000*
At least 15 but less than 20	*Enter 1.7500*
At least 20	*Enter 2.0833*

÷ 2.0833 day(s) per month.

(10) Divide Step (8) by Step (9) = 36 month(s)

(11) Enter the number of work days per year from Worksheet (A), Step (2) 226 day(s)

(12) Divide Step (11) by 260 ÷ 260 = .8692

(13) Enter the daily rate of pay from Step (3) x $ 212.39

(14) Multiply Step (12) by Step (13) = $ 184.61

(15) Total dollar amount attributable to accumulated vacation
[Step (14) $ 184.61 multiplied by Step (8) 75 days(s)] = $ 13,845.75

(16) Monthly accumulated vacation pay credit
[Step (15) $ 13,845.75 divided by Step (10) 36 month(s)] = $ 384.60

(17) Enter the lesser of the amount from Step (10) or **36** months x 36 month(s)

(18) **Accumulated Vacation Pay Credit**
Multiply Step (16) by Step (17) = $ 13,845.60

(19) Add Steps (2), (7), and (18) = $ 157,916.00

(20) **AVERAGE MONTHLY EARNINGS**
Divide Step (19) by 36 months ÷ 36 $\boxed{= \$\ 4,386.56}$

Example #1 (continued)

Worksheet C
Monthly Accrued Benefit

(1)	Enter total Creditable Service from Worksheet A, Step (5)		21.4602 years
(2)	Enter the lesser of Step (1) and **26.667**	=	21.4602 years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (20)	x $	4,386.56
(4)	Enter applicable benefit accrual rate of **3%**	x	**0.03**
(5)	**MONTHLY ACCRUED BENEFIT** *Multiply Step (2) by Step (3) by Step (4)*	= $	2,824.09

Example #2 – Normal Retirement Benefit for Group C

Let's assume that you are included in Group C and that you retire at age 55 with 21 years of base creditable service, 104 days of unused sick leave, and 75 days of accumulated vacation. Let's also assume that your highest consecutive 36 months of base salary during your term of employment are as follows:

Period		Base Salary
10/1/2010 – 12/31/2010	$	13,400.00
1/1/2011 – 12/31/2011	$	45,850.00
1/1/2012 – 12/31/2012	$	46,360.00
1/1/2013 – 9/30/2013	$	36,500.00

Finally, during this 36 month period, let's assume that your highest daily rate of pay is $212.39 per day and your lowest daily rate of pay is $193.54 per day.

In this case, your normal retirement benefit will be $1,882.73 per month payable for your lifetime, calculated as follows:

Worksheet A

Creditable Service

(1) Enter the number of days of unused sick leave — 104 Days

(2) Enter the number of work days per year from the table below: ÷ 226 Days

Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)
Less than 5	*239*
At least 5 but less than 10	*236*
At least 10 but less than 15	*233*
At least 15 but less than 20	*230*
At least 20	*226*

(3) **Unused Sick Leave Service Credit**
Divide Step (1) by Step (2) = 0.4602 Years

(4) Enter Base Creditable Service* (elapsed time in days) + 21 Years

(5) **TOTAL CREDITABLE SERVICE**
Enter the sum of Step (3) and Step (4) = $\boxed{21.4602}$ Years

**Excluding Unused Sick Leave Service Credit, but including any purchased service or transferred City service*

Example #2 (continued)

Worksheet B

Average Monthly Earnings

(1) Enter the highest 36 months of base salary during your term of employment:

Period		Base Salary
10/1/2010 - 12/31/2010	$	13,400.00
1/1/2011 - 12/31/2011	$	45,850.00
1/1/2012 - 12/31/2012	$	46,360.00
1/1/2013 - 9/30/2013	$	36,500.00

(2) Enter the sum of the total 36 months of base salary from Step (1) $ 142,110.00

---

(3) Enter highest daily rate of pay during the 36-month period shown in Step (1) $ 212.39

(4) Enter lowest daily rate of pay during the 36-month period shown in Step (1) $ 193.54

[These daily rates are based on the actual number of work days in a year (excluding allowed vacation days) as shown in Worksheet A, Step (2).]

(5) Subtract Step (4) from Step (3) = $ 18.85

(6) Enter the number of days of unused sick leave x 104 day(s)

(7) **Unused Sick Leave Pay Credit**
Multiply Step (5) by Step (6) = $ 1,960.40

---

(8) Enter the number of days of accumulated vacation 75 day(s)

(9) Enter the monthly vacation accrual rate from the table below:

Years of Base Creditable Service	Days Per Month
Less than 5	*Enter 1.0000*
At least 5 but less than 10	*Enter 1.2500*
At least 10 but less than 15	*Enter 1.5000*
At least 15 but less than 20	*Enter 1.7500*
At least 20	*Enter 2.0833*

÷ 2.0833 day(s) per month.

(10) Divide Step (8) by Step (9) = 36 month(s)

(11) Enter the number of work days per year from Worksheet (A), Step (2) 226 day(s)

(12) Divide Step (11) by 260 ÷ 260 = .8692

(13) Enter the daily rate of pay from Step (3) x $ 212.39

(14) Multiply Step (12) by Step (13) = $ 184.61

(15) Total dollar amount attributable to accumulated vacation
[Step (14) $ 184.61 multiplied by Step (8) 75 days(s)] = $ 13,845.75

(16) Monthly accumulated vacation pay credit
[Step (15) $ 13,845.75 divided by Step (10) 36 month(s)] = $ 384.60

(17) Enter the lesser of the amount from Step (10) or **36** months x 36 month(s)

(18) **Accumulated Vacation Pay Credit**
Multiply Step (16) by Step (17) = $ 13,845.60

---

(19) Add Steps (2), (7), and (18) = $ 157,916.00

(20) **AVERAGE MONTHLY EARNINGS**
Divide Step (19) by 36 months ÷ 36 $\boxed{= \$ \ 4,386.56}$

Example #2 (continued)

<u>Worksheet C</u>
Monthly Accrued Benefit

(1)	Enter total Creditable Service from Worksheet A, Step (5)	*21.4602*	years
(2)	Enter the lesser of Step (1) and **50.000**	= *21.4602*	years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (20)	x $ *4,386.56*	
(4)	Enter applicable benefit accrual rate of **2%**	x **0.02**	
(5)	**MONTHLY ACCRUED BENEFIT** *Multiply Step (2) by Step (3) by Step (4)*	= $ *1,882.73*	

Example #3 – Normal Retirement Benefit for Group D

Let's assume that you are included in Group D and that you retire at age 57 with 21 years of base creditable service, 104 days of unused sick leave, and 75 days of accumulated vacation. Let's also assume that your highest consecutive 120 months of base salary during your term of employment are as follows:

Period		Base Salary
10/1/2003 – 12/31/2003	$	9,775.00
1/1/2004 – 12/31/2004	$	39,900.00
1/1/2005 – 12/31/2005	$	40,700.00
1/1/2006 – 12/31/2006	$	41,500.00
1/1/2007 – 12/31/2007	$	42,350.00
1/1/2008 – 12/31/2008	$	43,200.00
1/1/2009 – 12/31/2009	$	44,000.00
1/1/2010 – 12/31/2010	$	44,950.00
1/1/2011 – 12/31/2011	$	45,850.00
1/1/2012 – 12/31/2012	$	46,360.00
1/1/2013 – 9/30/2013	$	36,500.00

Finally, during this 120 month period, let's assume that your highest daily rate of pay is $212.39 per day and your lowest daily rate of pay is $193.54 per day.

In this case, your normal retirement benefit will be $802.85 per month payable for your lifetime, calculated as follows:

Worksheet A

Creditable Service

(1) Enter the number of days of unused sick leave — 104 Days

(2) Enter the number of work days per year from the table below: ÷ 226 Days

Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)
Less than 5	*239*
At least 5 but less than 10	*236*
At least 10 but less than 15	*233*
At least 15 but less than 20	*230*
At least 20	*226*

(3) **Unused Sick Leave Service Credit**
Divide Step (1) by Step (2) = 0.4602 Years

(4) Enter Base Creditable Service* (elapsed time in days) + 21 Years

(5) **TOTAL CREDITABLE SERVICE**
Enter the sum of Step (3) and Step (4) = 21.4602 Years

**Excluding Unused Sick Leave Service Credit, but including any purchased service or transferred City service*

Example #3 (continued)

Worksheet B

Average Monthly Earnings

(1) Enter the highest 120 months of base salary during your term of employment:

Period		Base Salary
10/1/2003 - 12/31/2003	$	*9,775.00*
1/1/2004 - 12/31/2004	$	*39,900.00*
1/1/2005 - 12/31/2005	$	*40,700.00*
1/1/2006 - 12/31/2006	$	*41,500.00*
1/1/2007 - 12/31/2007	$	*42,350.00*
1/1/2008 - 12/31/2008	$	*43,200.00*
1/1/2009 - 12/31/2009	$	*44,000.00*
1/1/2010 - 12/31/2010	$	*44,950.00*
1/1/2011 - 12/31/2011	$	*45,850.00*
1/1/2012 - 12/31/2012	$	*46,360.00*
1/1/2013 - 9/30/2013	$	*36,500.00*

(2) Enter the sum of the total 120 months of base salary from Step (1) $ *435,085.00*

(3) Enter the number of days of accumulated vacation *75* day(s)

(4) Enter the monthly vacation accrual rate from the table below:

Years of Base Creditable Service	Days Per Month
Less than 5	*Enter 1.0000*
At least 5 but less than 10	*Enter 1.2500*
At least 10 but less than 15	*Enter 1.5000*
At least 15 but less than 20	*Enter 1.7500*
At least 20	*Enter 2.0833*

÷ *2.0833* day(s) per month.

(5) Divide Step (3) by Step (4) = *36* month(s)

(6) Enter the number of work days per year from Worksheet (A), Step (2) *226* day(s)

(7) Divide Step (6) by 260 ÷ 260 = *.8692*

(8) Enter highest daily rate of pay during the 120-month period shown in Step (1) x $ *212.39*

(9) Multiply Step (7) by Step (8) = $ *184.61*

(10) Total dollar amount attributable to accumulated vacation
[Step (9) $ 184.61 multiplied by Step (3) 75 days(s)] = $ *13,845.75*

(11) Monthly accumulated vacation pay credit
[Step (10) $ 13,845.75 divided by Step (5) 36 month(s)] = $ *384.60*

(12) Enter the lesser of the amount from Step (5) or **120** months x *36* month(s)

(13) **Accumulated Vacation Pay Credit**
Multiply Step (11) by Step (12) = $ *13,845.60*

(14) Add Steps (2) and (13) = $ *448,930.60*

(15) **AVERAGE MONTHLY EARNINGS**
Divide Step (14) by 120 months ÷ 120 $\boxed{= \$ \ 3,741.09}$

Example #3 (continued)

	Worksheet C **Monthly Accrued Benefit**	
(1)	Enter total Creditable Service from Worksheet A, Step (5)	21.4602 years
(2)	Enter the lesser of Step (1) and **80.000**	= 21.4602 years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (15)	x $ 3,741.09
(4)	Enter applicable benefit accrual rate of **1%**	x **0.01**
(5)	**MONTHLY ACCRUED BENEFIT** *Multiply Step (2) by Step (3) by Step (4)*	= $ 802.85

You may continue to work after your normal retirement age and earn additional plan benefits up until the time you actually retire with a delayed retirement benefit. Your retirement payments will begin on the first day of the month that coincides with or next follows your actual retirement date.

Calculation of Your Early Retirement Benefit

If you have completed the required number of years of creditable service, you may retire and begin receiving benefits at your early retirement age. Your early retirement benefit is calculated in the same way as your normal retirement benefit. However, if you retire prior to your normal retirement age, your benefit will be reduced for early commencement. Your reduced early retirement benefit is calculated as follows:

GROUP D	Your normal retirement benefit minus ½% for each month that your early retirement age is less than age 57.
	OR
ALL OTHER GROUPS	Your normal retirement benefit minus: (i) ½% for each of the first 60 months that your early retirement age is less than age 55, and minus another: (ii) ¼% for each month in excess of 60 months that your early retirement age is less than age 55.

Note: You may elect to receive an ***alternative early retirement benefit*** if you were hired prior to April 1, 1978, have completed at least 25 years of creditable service, and have reached age 50. This alternative early retirement benefit is equal to your normal retirement benefit minus ¼% for each of the total months remaining between the date of your alternative early retirement and the date that you reach age 55. Your alternative early retirement benefit will be larger than your reduced early retirement benefit because the alternative early retirement reduction is smaller.

The following worksheet shows how your reduced early retirement benefit is determined:

Worksheet D

(FOR GROUP D ONLY)

Early Retirement Benefit

(1)	Enter your age (calculated to years and completed months) as of the date payments will begin	(1)(a) ________ years (1)(b) ________ months	
(2)	Multiply Step (1)(a) by 12	= ________ months	
(3)	Add Step (1)(b) to Step (2)	= ________ months	
(4)	Subtract Step (3) from **684** months (if less than 0, enter 0) *(684 = age 57 x 12 months)*	= ________ months	
(5)	Multiply Step (4) by **0.005**	= ____________	
(6)	**Early Retirement Reduction Factor** *Subtract Step (5) from **1.0000***	= ____________	
(7)	Enter Monthly Accrued Benefit from Worksheet C, Step (5)	x $ ___________	
(8)	**EARLY RETIREMENT BENEFIT** *Multiply Step (6) by Step (7)*	= $	

Worksheet D

(FOR ALL GROUPS EXCEPT GROUP D)

Early Retirement Benefit

(1)	Enter your age (calculated to years and completed months) as of the date payments will begin	(1)(a) (1)(b)	________ ________	years months
(2)	Multiply Step (1)(a) by 12	=	________	months
(3)	Add Step (1)(b) to Step (2)	=	________	months
(4)	Subtract Step (3) from **660** months (if less than 0, enter 0) *(660 = age 55 x 12 months)*	=	________	months
(5)	Enter the lesser of Step (4) and **60**	=	________	months
(6)	Subtract **60** from Step (4) (if less than 0, enter 0)	=	________	months
(7)	Multiply Step (5) by **0.005**	=	____________	
(8)	Multiply Step (6) by **0.0025**	+	____________	
(9)	Add Step (7) and Step (8)	=	____________	
(10)	**Early Retirement Reduction Factor** *Subtract Step (9) from **1.0000***	=	____________	
(11)	Enter Monthly Accrued Benefit from Worksheet C, Step (5)	x $	____________	
(12)	**EARLY RETIREMENT BENEFIT** *Multiply Step (10) by Step (11)*	= $		

Example #4 – Early Retirement Benefit (Group D Only)

Let's assume that you are included in Group D, that you retire at age 49 with 15 years of creditable service, and that your monthly accrued benefit payable at your normal retirement age is $2,050.00 per month.

Your reduced early retirement benefit will be $1,066.00 per month payable for your lifetime, calculated as follows:

<u>Worksheet D</u>
Early Retirement Benefit

(1)	Enter your age (calculated to years and completed months) as of the date payments will begin	(1)(a) *49* years (1)(b) *0* months	
(2)	Multiply Step (1)(a) by 12	=	*588* months
(3)	Add Step (1)(b) to Step (2)	=	*588* months
(4)	Subtract Step (3) from **684** months (if less than 0, enter 0) *(684 = age 57 x 12 months)*	=	*96* months
(5)	Multiply Step (4) by **0.005**	=	*.4800*
(6)	**Early Retirement Reduction Factor** *Subtract Step (5) from **1.0000***	=	*.5200*
(7)	Enter Monthly Accrued Benefit from Worksheet C, Step (5)	x	$ *2,050.00*
(8)	**EARLY RETIREMENT BENEFIT** *Multiply Step (6) by Step (7)*	=	$ *1,066.00*

Example #5 – Early Retirement Benefit (All Groups Other Than Group D)

Let's assume that you are not included in Group D, that you retire at age 49 with 15 years of creditable service, and that your monthly accrued benefit payable at your normal retirement age is $2,050.00 per month.

Your reduced early retirement benefit will be $1,373.50 per month payable for your lifetime, calculated as follows:

<u>Worksheet D</u>
Early Retirement Benefit

(1)	Enter your age (calculated to years and completed months) as of the date payments will begin	(1)(a) (1)(b)	49 0	years months
(2)	Multiply Step (1)(a) by 12	=	588	months
(3)	Add Step (1)(b) to Step (2)	=	588	months
(4)	Subtract Step (3) from **660** months (if less than 0, enter 0) *(660 = age 55 x 12 months)*	=	72	months
(5)	Enter the lesser of Step (4) and **60**	=	60	months
(6)	Subtract **60** from Step (4) (if less than 0, enter 0)	=	12	months
(7)	Multiply Step (5) by **0.005**	=	.3000	
(8)	Multiply Step (6) by **0.0025**	+	.0300	
(9)	Add Step (7) and Step (8)	=	.3300	
(10)	**Early Retirement Reduction Factor** *Subtract Step (9) from **1.0000***	=	.6700	
(11)	Enter Monthly Accrued Benefit from Worksheet C	x	$ 2,050.00	
(12)	**EARLY RETIREMENT BENEFIT** *Multiply Step (10) by Step (11)*	=	$ 1,373.50	

PART VII: What Happens If I Leave My Job As a Police Officer Before I Retire?

Refund of Participant Contributions

If you terminate your employment with the City, you may apply for a refund of your total participant contributions accumulated with interest. Please note that, if you elect to receive such a refund, you will forfeit any other monthly retirement benefits under the plan. In addition, any refund of participant contributions payable to your beneficiary upon your death is reduced by the value of all other retirement benefits that have already been paid to you or your beneficiary.

If you terminate your employment with the City and you are not partially or fully vested (see the discussion below) and are not terminating due to death or disability incurred in the line of duty, the refund of your participant contributions is the only benefit that will be payable to you or your beneficiary.

Calculation of Your Vested Deferred Retirement Benefit

If you terminate your employment with the City after earning at least five years of creditable service and decline receiving a refund of your participant contributions, you will be eligible to receive a vested deferred retirement benefit once you reach age 60.

Vesting is a form of ownership or right to receive a retirement benefit. Under the plan, your retirement benefits become vested in accordance with one of the following schedules:

Table 2: Vested Percentages

GROUPS A AND B

Years of Creditable Service	Vested Percentage
Less than five	0%
At least five, but less than six	25%
At least six, but less than seven	30%
At least seven, but less than eight	35%
At least eight, but less than nine	40%
At least nine, but less than 10	45%
At least 10	100%

Table 2: Vested Percentages (continued)

GROUPS C AND D

Years of Creditable Service	Vested Percentage
Less than five	0%
At least five, but less than six	25%
At least six, but less than seven	30%
At least seven, but less than eight	35%
At least eight, but less than nine	40%
At least nine, but less than 10	45%
At least 10, but less than 11	50%
At least 11, but less than 12	55%
At least 12, but less than 13	60%
At least 13, but less than 14	65%
At least 14, but less than 15	70%
At least 15	100%

Your vested deferred retirement benefit is calculated in the same way as your normal retirement benefit, except that your monthly accrued benefit is multiplied by the applicable vested percentage from Table 2 above.

Example #6 – Vested Deferred Retirement Benefit

Let's assume that you leave employment with the City at age 45 with nine years of creditable service and that your monthly accrued benefit under the plan is $1,000.00 per month.

Your vested deferred retirement benefit will be $450.00 per month payable for your lifetime starting at age 60, calculated as follows:

Your Monthly Accrued Benefit		Vested Percentage From Table 2		Your Life Annuity Payable at Age 60
$ 1,000.00	x	45%	=	$ 450.00

PART VIII: What Happens If I Become Disabled Before I Retire?

Total and Permanent Disability

You will be considered to be ***totally and permanently disabled*** under the plan if:

GROUP A	Your disability is determined to be a total and permanent physical or mental inability to perform your regular assigned or comparable duties as a police officer with the City.

OR

ALL OTHER GROUPS	Your disability is determined to be a continuous state of incapacity due to illness or injury such that: (a) you are prevented from performing your regular assigned or comparable duties during your first 12 months of disability, and (b) are thereafter prevented from engaging in any occupation for which you have become reasonably qualified by education, training, or experience.

The Board of Trustees has the right, at least once a year, to require you to submit to a medical examination in order to determine if you continue to qualify as being totally and permanently disabled as defined by the plan.

Disability Incurred In the Line of Duty

You will be considered to have incurred a service-related disability in the line of duty if your disability is a direct result of a traumatic event or events occurring in the course of and as a direct result of the performance of your regular or assigned duties and excluding any disability resulting from:

a) willful negligence; or

b) a cardiovascular or muscular-skeletal condition that is not a direct result of traumatic event(s) occurring in the performance of duties; or

c) a pre-existing condition that is not a direct result of traumatic event(s) occurring in the performance of duties.

If you become totally and permanently disabled in the line of duty as a police officer with the City, you will be eligible to receive a monthly disability retirement benefit calculated as follows:

GROUP A	The greater of: (a) your monthly accrued benefit determined as of the date of your disability, or (b) 70% of the top salary for the grade and position that you occupy as a police officer with the City as determined on the day before your date of disability.

OR

ALL OTHER GROUPS	The greater of: (a) your monthly accrued benefit determined as of your date of disability, or (b) 50% of your average monthly earnings determined as of your date of disability. However, your benefit will be re-calculated when you reach age 55. The re-calculated amount will include creditable service for your period of disability, but will not include any cost-of-living adjustments that were applied to your previous disability benefit.

Catastrophic Disability Incurred in the Line of Duty

You will be considered to have sustained a service-related catastrophic disability if your disability is a sudden, violent, life-threatening injury incurred in the line of duty where the injury includes, but is not specifically limited to, one of the conditions described below:

a) a loss of sight in one or both eyes; or

b) a loss of one or both feet at or above the ankle; or

c) a loss of one or both hands at or above the wrist; or

d) an injury to the spine that results in permanent and complete paralysis of both arms, both legs, or one arm and one leg; or

e) an externally caused traumatic injury to the brain or skull that renders you physically or mentally unable to perform two or more activities of daily living (feeding oneself, dressing, continence, bathing, getting in and out of bed, driving a motor vehicle, etc.); or

f) any other permanently and severely disabling injury or disorder that compromises your ability to carry out the activities of daily living to such a degree that you require personal or mechanical assistance to leave home or bed or you require constant supervision to avoid physical harm to yourself and others.

The determination of whether a disability is catastrophic shall be made at the sole discretion of the Board of Trustees, taking into account official medical records, qualified medical expert opinions, sworn testimony or other reliable sources acceptable to the Board.

If you incur a catastrophic injury in the line of duty as a police officer with the City, you will receive a monthly disability benefit equal to **100%** of the top salary for the grade and position that you occupied at the time of your injury. This catastrophic disability benefit will be provided in lieu of the other disability benefits described in this booklet.

<u>Disability Not Incurred in the Line of Duty</u>

If you become totally and permanently disabled from a non-service related injury while an active employee of the City with ***at least five years of creditable service,*** you may be eligible to receive a monthly disability retirement benefit from the plan calculated as follows:

GROUP A	Your monthly accrued benefit determined as of the date of your disability.
	OR
ALL OTHER GROUPS	Same as for a non-catastrophic disability incurred in the line of duty.

<u>Payment of Your Disability Retirement Benefit</u>

The fund will pay a disability benefit to you until you either reach age 55 or recover from your disability as described below:

GROUP A	Disability retirement benefits will stop if you recover from your disability prior to age 55. Otherwise, disability retirement benefits are payable for your lifetime. If you do recover from your disability prior to age 55, then your payments will resume at your regular early, normal, or deferred vested retirement age, along with any additional benefits that you have earned after your recovery. In this case, your normal, early, or deferred vested retirement benefit will be calculated to reflect your total creditable service both before and after your period of disability and your benefit will be adjusted, if necessary, to reflect any applicable early retirement reduction.
	OR
ALL OTHER GROUPS	Disability retirement benefits will stop if you recover from your disability prior to age 55. Otherwise, disability retirement benefits are payable until age 55, at which time your benefit will convert to a normal, early, or vested deferred retirement benefit, whichever you are eligible for. Your re-calculated retirement benefit will be determined by the plan provisions in effect at the time you last worked in active service and will reflect creditable service for the period of time while you were disabled, but will not include any cost-of-living adjustments that were applied to your previous disability benefit.

You will be considered to have recovered from your disability when you are no longer “totally and permanently disabled” as defined on page 39.

If you die while in receipt of a disability retirement benefit, your spouse, domestic partner, or dependent children will be eligible to receive a death benefit from the plan as described in Part V, *“How Are My Retirement Benefits Paid?”*, on page 14.

Limitations on Your Disability Retirement Benefit

Your disability retirement benefit under the plan is offset by any worker’s compensation payments that you receive such that the combination of your disability retirement benefit calculated without any subsequent cost-of-living adjustments plus your worker’s compensation payments cannot exceed:

GROUP A	100% of your salary at the time of your disability retirement.

OR

ALL OTHER GROUPS	75% of your salary at the time of your disability retirement. (However, if you die while in receipt of a service-related disability retirement benefit, any death benefit payable to an eligible beneficiary is similarly limited to 60% of your salary at the time of your disability retirement or death.)

PART IX: What Happens If I Die Before I Retire?

If you die before you begin receiving a retirement or disability benefit, then your eligible beneficiary will receive a monthly pre-retirement death benefit from the plan. ***You must be either married to your spouse or registered with your domestic partner for at least one year prior to your death in order for your spouse or domestic partner to qualify as an eligible beneficiary for this purpose.***

GROUP A	If you do not have an eligible spouse or domestic partner or your eligible spouse or domestic partner dies ***or remarries***, then the monthly pre-retirement death benefit will be payable in equal shares to your unmarried dependent children under age 18 (or under age 23 if a full-time student).

OR

ALL OTHER GROUPS	If you do not have an eligible spouse or domestic partner or your eligible spouse or domestic partner dies, then the monthly pre-retirement death benefit will be payable in equal shares to your unmarried dependent children under age 18 (or under age 23 if a full-time student).

Death Incurred In the Line of Duty

Death in the line of duty is when your death is a direct result of a traumatic event or events occurring in the course of and as a direct result of the performance of your regular or assigned duties and excluding any death resulting from:

a) willful negligence; or

b) a cardiovascular or muscular-skeletal condition that is not a direct result of traumatic event(s) occurring in the performance of your duties; or

c) a pre-existing condition that is not a direct result of traumatic event(s) occurring in the performance of your duties.

If you die in the line of duty, then the monthly pre-retirement death benefit payable to your eligible beneficiary(ies), is calculated as follows:

GROUP A	For the first two years following your death: 100% of your base salary at the time of your death, but offset by any worker's compensation or other compensation you received for line of duty injuries prior to your death After this two-year period: 75% of the greater of: (a) your monthly accrued benefit determined as of the date of your death; or (b) 70% of the top salary for the grade and position that you occupied as a police officer with the City as determined on the day before your date of death

OR

ALL OTHER GROUPS	For the first two years following your death: 100% of your base salary at the time of your death, but offset by any worker's compensation or other compensation you received for line of duty injuries prior to your death After this two-year period: 75% of your monthly accrued benefit determined as of the date of your death

Death Not Incurred In the Line of Duty

If you die prior to retirement but after earning five years of creditable service as a police officer with the City and your death was not incurred in the line of duty, your eligible beneficiary(ies) will receive a monthly pre-retirement death benefit equal to ***75%*** of your monthly accrued benefit determined at the date of your death.

PART X: Other Questions

A. What If I Have Other Service Besides What I Have Earned As a Full-Time Police Officer with the City?

Generally, only your service with the City while employed as a full-time sworn police officer will count towards your eligibility for benefits and the amount of those benefits. However, if you have other service with the City and you participated in another pension plan sponsored by the City, your employee and employer contributions and creditable service may be eligible for transfer from the other pension plan into this pension plan. If you have other prior service with the City of Atlanta, the State of Georgia, Fulton County, Dekalb County, or as a teacher in a public school system or private college or university within the State of Georgia, you may be able to receive creditable service for such employment provided that you make the required contribution to this pension plan. If either of these situations applies to you, please contact the pension office for more information on how much you will have to contribute to this plan in order to receive credit for your other service.

B. How Do I Apply for Benefits?

If you wish to apply for benefits under the plan, you should first contact the pension office (see contact information on page 52) and obtain an *Application for Retirement*, *Federal Tax Withholding Election Form*, *Direct Deposit Form*, and the *Pension Clearance Form*.

1. The *Direct Deposit Form* is optional and should be completed only if you wish to have your monthly payments automatically deposited into your checking or savings account.

2. You will need to provide a copy of your **Birth Certificate** or other proof of your age (such as your Driver's License, etc.) and similar proof of age for all of your eligible beneficiaries. If applicable, you will also need to provide a copy of your **Marriage Certificate** or **Domestic Partner Registry Record** or other proof of your legal marriage or domestic partner registration with the City of Atlanta.

3. Complete all of your retirement forms and, on the last day of your employment, take your *Pension Clearance Form* to your Human Resource Department to obtain the required signature of a manager or supervisor with the City. A payroll clerk will review your forms with you at that time.

4. Return to the pension office the completed *Pension Clearance Form* along with your *Application for Retirement*, *Federal Tax Withholding Election Form*, *Direct Deposit Form*, most recent paycheck stub, proofs of age as described above, and

marriage license. You will then meet with a pension office representative, who will process your application and set up payment of your monthly pension check.

Your pension checks will be issued at the end of each month. Please contact the pension office if you fail to receive your pension check within seven working days of the payment date.

C. ***<u>Can I Apply For Disability Benefits After My Retirement Benefits Have Been Approved?</u>***

No, once an application for retirement benefits is approved by the Board of Trustees, no other applications for either a retirement or disability benefit will be considered.

D. ***<u>What Happens If I Return to Work After I Retire or Terminate My Employment?</u>***

If you withdraw your contributions to the pension plan at the time you terminate your employment as a police officer with the City, you may request to be given credit for your prior service. In order to receive credit for your prior service, you must pay back the contributions withdrawn plus any required interest. If the plan was amended to increase the participant contribution percentages in your absence, you may also be required to pay additional contributions to cover the increase in the contribution rate. Please contact the pension office for more information on how much you will have to contribute to the plan in order to receive credit for your prior service.

If you return to work as a regular employee after you retire and begin receiving monthly retirement benefits from the plan, your retirement benefits will be stopped and frozen until the end of your reemployment. During the period of reemployment, you will not accrue additional creditable service and you will be prohibited from contributing to the pension fund. ***Upon subsequent termination of employment, your previous retirement benefits will resume without adjustment.***

If you return to work under legislative directives as an independent contractor or an employee with a special skill, you may be entitled to receive your pension benefits and your salary simultaneously for a limited period of time.

E. ***<u>How Do I Appeal the Board of Trustees' Decision to Deny My Claim for Disability Benefits?</u>***

In order to have a denial of your disability benefit reviewed by the Board of Trustees, you must send a written request for such a review to the pension office within 30 days from the date of the hearing when your disability benefit was denied. The pension office will then place your appeal for review on the agenda for the next meeting of the Board of Trustees. You will be advised of the date of this meeting and you may then attend the meeting to make your case personally before the Board. You will need to provide the pension office with any additional information that you consider relevant to your appeal. This information, along with your appeal letter, will be provided to the Board of Trustees. At the meeting, the Board will consider your appeal and make a final determination.

F. How Do I Appeal a Final Determination by the Board of Trustees?

If the Board of Trustees has made a *final determination* regarding your benefit eligibility or the amount of benefits that you will receive and if you do not agree with the Trustees' decision, you may appeal the decision through a writ of certiorari to the Fulton County Superior Court.

PART XI: Other Important Information

A. ***Mandated Payment of Benefits After Age 70½ When You Are No Longer Employed***

Under federal law, the Board of Trustees is required to start paying you your benefits from the pension plan no later than the April 1st of the calendar year after you have reached age 70½ and you are no longer employed with the City of Atlanta. Payments will begin even if you have not filed an application for benefits.

B. ***Maximum Retirement Benefits***

Federal law prohibits benefits from exceeding certain limits. These limits vary depending upon your retirement age and your form of payment. Currently, the limit is $205,000 per year for a life annuity.

C. ***Direct Rollover of Eligible Distributions***

You may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by you. An eligible rollover distribution is a lump-sum payment that is paid to you or on your behalf in lieu of your monthly retirement benefit. For example, the refund of your participant contributions with interest might be an eligible rollover distribution. A monthly retirement benefit that is not paid in a single lump sum would not be an eligible rollover distribution. (You should note that this rollover provision of the plan does not entitle you to elect to receive a lump sum payment in lieu of your retirement benefit unless you are otherwise eligible to receive a lump sum payment.) An eligible retirement plan is another qualified retirement plan, such as an individual retirement account (IRA), that will accept an eligible rollover distribution from this plan. Prior to the time that you are to receive an eligible rollover distribution, the pension office will give you detailed information about how to roll over your benefit into another retirement plan. For more information on eligible rollover distributions from this plan, please contact the pension office.

D. ***Pension Credit for Military Service***

On December 12, 1994, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) became effective. This law requires the pension plan to give you pension credit (i.e. ***creditable service***) for certain service performed after that date while you are in the United States Army, Navy, Air Force, Marines, or Coast Guard (or any Reserve or National Guard components of any of these), in the commissioned corps of the United States Public Health Service, or in any other category of persons designated by the President of the United States in a time of war or emergency. However, in order to receive pension credit under the plan for military or other service as described above, you must meet the following requirements:

1. You must have been working in employment which was covered by the pension plan immediately prior to entering such service; and

2. You must return to covered employment as a police officer with the City within the time period specified in the law; and

3. You must make-up the required participant contributions to the pension plan (without interest) within the time period specified in the law for the period of time while you were in the military

If you would like more details concerning the specific rules regarding pension credit for uniformed service, please contact the pension office.

E. Family Leave

The Family and Medical Leave Act of 1993 (FMLA) is a federal law that requires the pension plan to allow you a period of absence from work for certain reasons *without counting that absence as a break in your service*. Under the law, the reasons for absence are limited to:

1. A leave of absence to care for your child following his or her birth;

2. A leave of absence taken because of the placement of a child with you for adoption or foster care;

3. A leave of absence taken because you have a serious health condition that prevents you from performing your duties as an active plan participant; and

4. A leave of absence to care for your child, spouse, or parent when this individual has a serious health condition.

It is important for you to understand that you cannot simply take a leave of absence as described above and have that leave prevent a break in your service. The law states that you must file an application with the City of Atlanta for a leave of absence under the FMLA and the City must approve your leave before the leave can prevent a break in your service. For more information regarding your rights under the FMLA or to obtain an application for an FMLA approved leave of absence, please contact the pension office.

F. Assignment of Benefits

The money in the trust fund is used exclusively to provide benefits for the participants of the fund and eligible beneficiaries. None of the money in the fund is assignable, transferable, or attachable.

G. Plan Amendment and Termination

The Board of Trustees and the City of Atlanta intend to continue the pension plan indefinitely, but reserve the right to amend the plan, change the method of providing benefits, or terminate the plan if that should ever be necessary. You will be provided notice if circumstances require the Board or the City to make such amendments or changes.

H. Plan Administration

The Board of Trustees administers the plan and acts as the plan fiduciary. The Board of Trustees is made up of six members, two of whom are active police officers, one of whom is a retired police officer, and three of whom are representatives of the City. The Board of Trustees is the legal plan administrator of the plan and has authority to make the rules and regulations necessary for the day-to-day operations of the plan. Any interpretation of the plan's provisions rests with the Board of Trustees. No employee of the City of Atlanta nor anyone else is authorized to interpret the plan on behalf of the Board or Trustees, nor can an employee of the City act as an agent of the Board of Trustees. However, the Board of Trustees has established a pension office to handle routine requests from participants regarding eligibility rules, benefits, and claims procedures, and to file government reports and to handle other administrative activities under the direction of plan provisions. The Account Coordinator in the pension office will refer these matters to the Board of Trustees for final determination.

As required by law, an independent auditor examines the entire fund's financial records every year and certifies as to their accuracy, completeness, and fairness. In addition, the Trustees are required to submit periodic financial statements and other reports to the State of Georgia. These reports are available for inspection by prior appointment at the pension office during normal business hours.

1. Name, address, and telephone number of pension office

Board of Trustees of the City of Atlanta Police Officers' Pension Fund
c/o Zenith American Solutions, Inc.
100 Crescent Center Parkway, Suite 400
Tucker, GA 30084

(770) 934-3953 Local
(800) 959-3953 Toll-free
(770) 939-6940 Fax

2. Name and principal business address for each plan trustee:

Police Trustees	City Trustees
Mr. Anthony Biello c/o Zenith American Solutions 100 Crescent Center Parkway Suite 400 Tucker, GA 30084	Mr. J. Anthony Beard Chief Financial Officer City of Atlanta 68 Mitchell Street, S.W., Suite 11100 Atlanta, GA 30335 Phone: (404) 330-6430
Mr. Jeffrey Glazier c/o Zenith American Solutions 100 Crescent Center Parkway Suite 400 Tucker, GA 30084	Honorable Cleta Winslow Council Member Atlanta City Council 68 Mitchell Street, S.W. Atlanta, GA 30335 Phone: (404) 330-6047
Mr. Richard Light c/o Zenith American Solutions 100 Crescent Center Parkway Suite 400 Tucker, GA 30084	Ms. Yvonne Yancy Commissioner Department of Human Resources 68 Mitchell Street, S.W., Suite 2150 Atlanta, GA 30335 Phone: (404) 330-6408

3. City of Atlanta Elected Officials:

MAYOR: Honorable Kasim Reed APPOINTED OFFICIALS: Ms. Duriya Farooqui Chief Operating Officer Mr. J. Anthony Beard Chief Financial Officer Ms. Kristen Denius, Esq. City Attorney Ms. Candace L. Byrd Chief of Staff	COUNCIL MEMBERS: Honorable Ceasar C. Mitchell President Honorable Carla Smith District 1 Honorable Kwanza Hall District 2 Honorable Ivory Lee Young, Jr. District 3 Honorable Cleta Winslow District 4 Honorable Natalyn Mosby Archibong District 5 Honorable Alex Wan District 6 Honorable Howard Shook District 7 Honorable Yolanda Adrean District 8 Honorable Felicia A. Moore District 9 Honorable Clarence Terrell (C.T.) Martin District 10 Honorable Keisha Lance Bottoms District 11 Honorable Joyce M. Shepard District 12 Honorable Michael Julian Bond Post 1, At-Large Honorable Aaron Watson Post 2, At-Large Honorable H. Lamar Willis Post 3, At-Large