



**INSURANCE AND RETIREMENT**  
**REGULATIONS**

**&**

**4022 RETIREMENT PLAN**

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**FOR QUESTIONS REGARDING THIS PUBLICATION, CONTACT THE  
DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT**

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## **CHAPTER 4-12 - INSURANCE AND RETIREMENT**

### **ARTICLE 4-12-2 - GENERAL REGULATIONS**

4-12-2-010 - Mandatory retirement.

(Reserved)

(Code 1978, § 4-3001; Ord. No. 5575, 6/12/96)

4-12-2-020 - Old age and survivors, insurance terminated; supplemental plan adopted.

- A. The City of Marietta does terminate and withdraw from the Employees Retirement System of Georgia (known as social security).
- B. The pension board of the City of Marietta, Georgia, created by ordinance of the mayor and council shall assume the function of plan administrators of the City of Marietta Supplemental Pension Plan effective July 1, 2000. The pension board shall be discharged of their duties as trustees of the supplemental pension plan effective June 30, 2000. The pension board, with approval of council, shall designate a professional pension management company to serve as trustee and record keeper of the supplemental pension plan effective July 1, 2000. The pension board shall supervise and direct such authorized trustee of the supplemental pension plan in the performance of its duties.
- C. The mayor is authorized and directed to execute any and all documents and other instruments necessary to terminate the relationship of the City of Marietta with the Employees Retirement System of Georgia.
- D. Beginning January 1, 1981, the City of Marietta shall pay 6.13 percent of the salary of regular full-time employees into the supplemental pension retirement plan. The amount so paid shall be immediately vested in each employee's behalf. No employee may be eligible for participation in said supplemental pension retirement plan until the employee has completed one continuous year of service. The City of Marietta shall pay into the plan 6.13 percent of all the salary of appointed employees up to the maximum salary payable to regular employees as exists in the personnel pay plan ordinance. Funds accumulated under this plan shall be paid to employees only upon retirement, death, disability, or termination of employment. The pension board of the City of Marietta, Georgia, created by ordinance of the mayor and council shall represent the city/BLW in the administration of the plan established, unless otherwise designated by council.
- E. The city clerk is directed to attest any and all instruments under the seal of the city which the mayor is authorized and directed to execute by this section.
- F. Part time, temporary and seasonal employees, as defined in Section 4-12-6-010, Article II, Subsection 27, 28 and 29, hired by the city/BLW on and after January 1, 2000, will be eligible to participate in the supplemental retirement plan in accordance with the following provisions:

1. Effective January 1, 2000, the City of Marietta/BLW shall pay 7.5 percent of the salary of part time, temporary and seasonal employees into the Supplemental Retirement Plan. The amount so paid shall be immediately vested in each employee's behalf. Each new part time, temporary and seasonal employee hired on and after January 1, 2000, shall become a participant in the plan on their date of hire.
2. Funds accumulated under this plan shall be paid to part time, temporary and seasonal employees only upon retirement, death, disability or termination of employment in accordance with the provisions of the plan.

(Code 1978, § 4-3002; Ord. No. 3741, 12/30/80; Ord. No. 5575, 6/12/96; Ord. No. 6019, 8/11/1999, § 2; Ord. No. 6142, 6/14/2000, §§ 1, 2; Ord. No. 6483, 2/12/2003, § 1(1)—  
(8))

#### 4-12-2-025 - Employee health insurance and protected health information.

- A. Purpose: To establish privacy procedures to assure that the confidentiality of individually identifiable health information is protected, to inform employees of their privacy rights and obligations and how their protected health information (PHI) may be used and disclosed.
- B. Policy: The City of Marietta/BLW (plan sponsor) established and maintains a group health plan (the "plan") for its employees and covered dependents. The Plan is a covered entity and is required to comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The plan sponsor is not a covered entity but is responsible for ensuring that the group health plan is in compliance with the privacy regulations. The privacy regulations will give employees and covered dependents more control and access to their PHI. It will limit the use and disclosure of health information; enable participants to find out how their information may be used and what disclosures of their information have been made. Medical information relating to family and medical leave, fitness-for-duty and workers' compensation is not covered under the regulations. It is the policy of the City of Marietta Group Health Plan to protect the privacy of protected health information and to comply with HIPAA Standards for Privacy of Individually Identifiable Health Information. Where state law is more restrictive than the privacy regulations, Georgia state law will prevail. The city/BLW specifically reserves the right to add to, change or abolish the provisions of this policy, in whole or in part, based upon pertinent action by any appropriate legislative, judicial or regulatory authority.

#### C. Definitions:

Covered Entities. Health plans (includes health flexible spending accounts), health care clearinghouses and those health care providers who conduct certain financial and administrative transactions electronically.

Protected Health Information. Individually identifiable health information that is maintained or communicated in any form (electronic, paper, or oral) by a covered entity.

D. Uses and Disclosures of Protected Health Information (PHI):

1. Required Uses and Disclosures. The plan is required to give employees and dependents access to their own protected health information (PHI) upon request and will disclose PHI to the Secretary of the Department of Health and Human Services when needed to investigate or determine if the city/BLW is in compliance with the privacy rules.
2. Permitted Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations.

- a. The plan and/or its business associates may use and disclose protected health information without the employee's consent, authorization or opportunity to agree or object to carry out treatment, payment or health care operations.

Treatment includes the provision, coordination or management of health care. For example, the plan may tell a doctor who is treating a covered individual that the individual has previously been treated for a condition that may affect his treatment of the individual.

As defined by the privacy rule, payment includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity, appropriateness of care, utilization review and preauthorization). For example, the plan may tell a doctor whether the employee is eligible for coverage or what percentage of the bill will be paid by the plan.

Health care operations include but are not limited to quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse, compliance programs, business planning and development, business management and general administrative activities. For example, the plan may use information about the employee claims to refer the employee to a disease management program, reimburse business associates for claims paid on behalf of the plan or project future benefit costs or audit the accuracy of its claims processing functions.

- b. The plan may disclose information to business associates as needed to enable them to provide business services on behalf of the plan. Business associate services may include claims administration, legal, actuarial, consulting, accounting and financial services. For example, the plan may disclose information to a consultant that performs actuarial services, cost sharing methodology, budgeting and plan design changes on behalf of the plan.



The plan requires all business associates to sign contracts agreeing:

- (1) Not to use or disclose the PHI other than as permitted by the contract or as required by law;
  - (2) Use appropriate safeguards to prevent the use or disclosure of the information other than as provided by the contract or by the privacy rules;
  - (3) Assist the plan in complying with the regulations by providing participants upon request access to protected health information disclosures.
- c. Where the plan sponsor does not already have access to PHI by virtue of its role in administering the plan, the plan will not disclose PHI to the plan sponsor except when the disclosure is:
- (1) Limited summary health information for insurance placement or settlor functions;
  - (2) Enrollment and disenrollment information;
  - (3) Involved in plan administration when the plan sponsor complies with certain administrative requirements involving an amendment of the plan document and the erection of proper firewalls; and
  - (4) Authorized by the individual to whom it applies.

The plan sponsor has amended the plan document and certified that the plan sponsor will appropriately safeguard and limit the use and disclosure of protected health information to carry out plan administration functions. Plan administration functions do not include employment-related functions or functions in connection with other benefits.

3. Uses and Disclosures that Require the Employee's Written Authorization. Any written authorization for the plan to disclose PHI other than as described herein shall be in plain language and satisfy the following requirements:
- a. It must include a description of the information to be used or disclosed that identifies the information in a specific and meaningful fashion. The authorization may by its terms apply to all health information.
  - b. It must include the name or other identification of the person or class of persons authorized to use or disclose the PHI.
  - c. The authorization must specify the name or other specific identification of the person or class of persons to whom the plan is authorized to make the requested use or disclosure.
  - d. The authorization must describe the purpose of the requested use or disclosure.
  - e. The authorization must include an expiration date or an expiration event. An expiration event must relate to the individual or the purpose of the use or disclosure.

- f. The authorization must be dated and include a signature of the individual or the individual's authorized representative. When an authorized representative signs the authorization, it must include a description of the representative's authority to act for the individual.
- g. The authorization must include a statement describing the individual's right to revoke the authorization and of the mechanism for making such a revocation, as to disclosures that have not taken place before the revocation is received by the plan.
- h. The authorization must state either that the plan may not condition treatment, payment, enrollment or eligibility on the individual's execution of an authorization or, when this is not accurate, describe the consequences of not providing the authorization.
- i. The authorization must include a statement that once information is disclosed pursuant to the authorization, the recipient's use of the information is not subject to the privacy rules.

The plan will provide the individual with a copy of the signed authorization. The plan may but is not required to maintain a standard authorization form that can be completed by covered individuals.

Generally, the plan will obtain the employee's written authorization before any uses and disclosures will be made pertaining to psychotherapy notes obtained from a psychotherapist. The plan may use and disclose such notes when needed by the plan to defend against litigation filed by the employee or covered dependent.

- 4. Uses and Disclosures that Require that the Employee be Given an Opportunity to Agree or Disagree Prior to the Use or Release. Disclosures of employees' PHI to family members, other relatives and to employees' close personal friends are allowed if the information is directly relevant to the family or friend's involvement with the employee's care or payment for that care and the employee has either agreed to the disclosure or has been given an opportunity to object and have not objected.
- 5. Uses and Disclosures for Which Consent, Authorization or Opportunity to Object is Not Required. Use and disclosure of the employee's PHI is allowed without the employee's consent, authorization or request under the following circumstances:
  - a. When required by law.
  - b. When permitted for purposes of public health activities.
  - c. When authorized by law to report information about abuse, neglect or domestic violence to public authorities.
  - d. When requested by a public health oversight agency for oversight activities authorized by law.
  - e. When required for judicial or administrative proceedings.

- f. When required for law enforcement purposes.
- g. When consistent with applicable law and standards of ethical conduct if the plan, in good faith believe the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- h. When authorized by law to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law.
- i. When authorized by and to the extent necessary to comply with worker's compensation or similar programs established by law.

Except as otherwise indicted in this policy, uses and disclosures will be made only with the employee's written authorization subject to the employee's right to revoke such authorizations.

- 6. Verification of Identity of Person Requesting PHI. The plan will verify the identity of any person requesting PHI by requesting the person's name, address, business affiliation, phone number and signature, and/or such other identification as it deems appropriate. The plan will document the responses it receives and, when appropriate, take steps to confirm that the information is accurate.
- 7. Minimum Necessary. The plan and plan sponsor will make every reasonable effort to limit their use and disclosure of PHI to the minimum necessary unless there is a specific exception to the rules. The minimum necessary standard will not apply, for example to disclosures authorized by the individual or to information that is used for treatment.
- 8. De-identified PHI. Information that has been de-identified so that all identifying information is removed may be disclosed.

#### E. Participant Rights and Responsibilities:

- 1. Right to Request Restrictions on PHI Uses and Disclosures. Participants may request that the plan restrict the use or disclosure of the participant's PHI, even for treatment, payment, or health care operations. However, the plan is not required to agree to the restriction.
- 2. Right to Inspect and Copy PHI. A participant generally has a right with some exceptions to inspect and obtain a copy of his or her protected health information. The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the plan is unable to comply with the deadline provided the plan notifies the participant within the original 30-day time limit.
- 3. Right to Amend PHI. Participants have a right to request amendment to the participant's PHI. The plan must comply within 60 days unless the plan did not create the PHI or believes the amendment is inaccurate. A single 30-day

extension is allowed if the plan is unable to comply within the deadline. If the request is denied, the plan will provide the participant with a written denial that explains the basis of the denial. The participant may submit a written statement disagreeing with the denial and have a statement included with any future disclosure of the participant's PHI.

4. Right to Receive an Accounting of PHI Disclosures. At the participant's request, the plan will provide the participant with an accounting of disclosures of PHI by the plan during the six years prior to the date of the request. However, the plan is not required to provide an accounting for:
    - a. Disclosures made prior to the April 14, 2003, compliance date.
    - b. Disclosures to carry out treatment, payment or health care operations.
    - c. Disclosures made to the participant.
    - d. Disclosures made under some of the exceptions, such as for law enforcement purposes.
    - e. Disclosures the individual has authorized.
  5. Right to Request Alternative Communications of PHI. Participants may request and the plan must accommodate reasonable requests by individuals to receive communications of protected health information from the plan by alternative means or at alternative locations, if the individual clearly states that the disclosure of all or part of that information could endanger the individual.
- F. Personal Representative: The employee or his or her personal representative will be required to complete a form to request access to this information. A personal representative will be required to produce evidence of his or her authority to act on the employee's behalf before that person will be given access to the employee's PHI or allowed to take any action for the employee. Proof of such authority may take one of the following forms:
1. A power of attorney for health care purposes, notarized by a notary public;
  2. A court order of appointment of the person as the conservator or guardian of the individual;
  3. An individual who is the parent of a minor child.

The plan retains discretion to deny access to PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

To request access to PHI or to obtain a form for this purpose, please contact the benefits manager whose office is located in the human resources department. The benefits manager has 30 days to respond to the employee's request and 60 days if someone else holds the information or it is offsite. If the employee's request is denied, the employee or his or her personal representative will be provided with a written denial setting forth the basis of the denial, the complaint procedure and how the employee or

personal representative may file a complaint to the Secretary of Health and Human Services.

G. Responsibilities of Department Heads, Division Managers and Supervisors:

1. To attend training sessions on the important role supervisors and managers have in protecting the confidentiality of medical information. The training will include a discussion of the privacy policy and procedure, what PHI is and the types of PHI, complaint procedures and steps to take when reasonable suspicion exists that an employee has violated the privacy policy.
2. To maintain and post the department/and or division poster notifying employees of the plan's privacy practices in a conspicuous location.
3. To notify the privacy officer of any use or disclosure of PHI that is inconsistent with the privacy policy.
4. To agree not to use or disclose health information for employment related actions.

H. Plan Sponsor Responsibility:

1. Administration.
  - a. The benefits manager will serve as the privacy officer for the city/BLW. The privacy officer shall be responsible for the privacy program and shall regularly review the implementation of this policy and relevant privacy practices to assure that the confidentiality of individually identifiable health information is protected. If the employee has any questions regarding these policies, contact the privacy officer whose office is located in the human resources department.
  - b. The privacy officer is designated as the person to whom complaints should be brought. Contact the human resources department to reach the privacy officer or to obtain additional information about the plan's notice of privacy practices.
  - c. When performing plan administration functions on behalf of the plan, only the following employees or classes of employees will be given access to PHI to accomplish the intended purpose of the use, disclosure or request: benefits manager, payroll manager, IT director, finance director and staff designated by the benefits manager, payroll manager, finance director and IT director.
2. Safeguards. The plan will comply with the security standards of the Act and have implemented technology and security policies to protect the personal data that is under the plan's control from unauthorized access, improper use or disclosure, alteration, and unlawful or accidental destruction. The IT director will serve as the security officer. The security officer and privacy officer have the responsibility of monitoring the program and maintaining appropriate administrative, technical and physical safeguards to protect the privacy of protected health information. The safeguards implemented include, but are not limited to:
  - a. Requiring all employees and business associates who have access to or are associated with the processing of employee data to respect the employee's

confidentiality. If the plan discovers that an employee or business associate has intentionally or unintentionally disclosed personal information about any of the participants, the plan will take immediate action to prevent further occurrences.

- b. Providing training classes on the privacy and security policies and procedures to all employees involved in payment, health care operations and security. Training will also be provided to all new employees with plan administration responsibilities within a reasonable period of time after the employee joins the workforce. If there is a material change in the policies and procedures, retraining will be provided to all employees whose functions are affected by this material change.
- c. Requiring all employees involved in health care operations and security or having potential access to health care information to sign a confidentiality agreement to respect the confidentiality of PHI.
- d. Developing appropriate firewalls to prevent individuals from accessing health information without authorization, including creating and using passwords and changing them periodically to limit access to unauthorized individuals and storing paper records in locked file cabinets or storage rooms.
- e. Maintaining and storing information in a physically secure area and destroying records according to record retention schedules.

3. Complaints.

- a. The employee and covered dependents may file a complaint with the privacy officer or the Secretary of the U. S. Department of Health and Human Services, 200 Independence Avenue S.W., Washington, D.C. 20201, if the employee or covered dependent believes that his or her privacy rights have been violated. A complaint should be filed within a reasonable time after the employee or covered family member discovers that his or her privacy rights have been violated. The employee and covered dependent is encouraged to contact the privacy official initially to resolve complaints before seeking outside assistance.
- b. Although supervisors and managers of the city/BLW are to take appropriate action when they have reason to suspect that the privacy policy has been violated, employees should not assume that the privacy officer or security officer is aware of any problem.

4. Formal Privacy Rights Complaint Procedure. Any employee who, in good faith, believes his or her privacy rights have been violated should:

- a. Complete the city/BLW PHI complaint form and submit the completed and signed form to the privacy officer with a copy to the human resources director within seven calendar days following the incident that led the employee to believe that his or her privacy rights have been violated. The privacy officer has the authority and responsibility to investigate all complaints brought to his or her attention.

- b. Describe the infraction in detail including persons involved (if known), PHI involved, dates and relevant facts.
  - c. The privacy officer will meet with the employee and document what the employee perceives the complaint to be and what remedy the employee believes should be taken if the complaint is upheld.
  - d. The privacy officer will interview all individuals involved in the complaint and other employees who have access to the PHI in question by virtue of carrying out the employees' job duties on behalf of the plan.
  - e. The privacy officer will review all the facts and provide a detailed report of his or her findings to the human resources director within seven calendar days following receipt of the complaint.
  - f. The human resources director will review the evidence and supporting documentation and communicate a decision in writing to the employee within seven calendar days following receipt of the privacy officer's report.
  - g. If the human resources director's decision does not resolve the privacy issue to the satisfaction of the employee, the employee may file a formal complaint as outlined in Article 4-4-22 of the personnel rules and regulations (Grievance and Appeals Policy) and initiate the complaint at step 3. The employee must submit the complaint with all supporting documentation including a copy of the director of personnel's decision to the city manager within seven calendar days from receipt of the human resources director's decision.
  - h. The city manager will review the documentation and communicate a decision in writing to the employee within 30 days following receipt of the written complaint. Such decision will exhaust all remedies with the plan sponsor.
  - i. At all times during the investigation, reasonable steps will be taken to maintain confidentiality of the case within the limits of federal and state law. Employees will not be retaliated against for filing a complaint about the plan's privacy and security practices.
5. Remedial Action. If the evidence indicates that the employee or covered dependent's privacy has been breached, appropriate disciplinary action will be taken. Depending on the severity of the action and its damaging effects to the complainant, the violator(s) shall be subject to appropriate disciplinary action up to and including termination of employment.
  6. Mitigation. The plan will make reasonable efforts to mitigate any harmful effects the complainant experiences arising from the use or disclosure of protective health information that violates the privacy or security rules or the plan's privacy policy and practices.

(Ord. No. 6491, 3/12/2003, § 1; Ord. No. 7191, 6/11/2008, § 1; Ord. No. 7545, 7/13/2011, § 2)

4-12-2-030 - Payment of cost of health, life and accidental death and dismemberment insurance for employees.

- A. Employees eligible for health, life and accidental death and dismemberment insurance benefits shall include:
  - 1. All full-time employees, defined as those individuals who work a minimum of 30 hours per week, including classified and appointed personnel; and
  - 2. The mayor and city council members.
- B.
  - 1. The City of Marietta shall pay 100 percent of the calculated premium for single coverage, as determined by the City of Marietta, of any offered plans of health, life and accidental death and dismemberment insurance or coverage for all eligible employees as defined above and if hired prior to November 14, 1996.
  - 2. If an eligible employee was hired between November 14, 1996 through October 31, 2006, the City of Marietta shall pay 100 percent of the calculated premium cost for single coverage, as determined by the City of Marietta, of the basic (currently the HMO) plan of health, life and accidental death and dismemberment coverage. If such employee wishes to participate in other plans, such participation will require 100 percent funding of the cost difference by the employee. The cost difference is determined at the sole discretion of the City of Marietta.
  - 3. If an eligible employee is hired on or after November 1, 2006, the City of Marietta shall pay 85 percent of the calculated premium cost for single coverage, as determined by the City of Marietta, of the basic (currently the HMO) plan of health care coverage and 100 percent of the life and accidental death and dismemberment coverage. If such employee wishes to participate in other plans, such participation will require 100 percent funding of the cost difference by the employee. The cost difference is determined at the sole discretion of the City of Marietta.
- C.
  - 1. If an eligible employee, who was hired prior to November 14, 1996, chooses dependent health insurance coverage, the City of Marietta shall pay 80 percent of the calculated premium cost, as determined by the City of Marietta, for dependent coverage of any city-sponsored health insurance plan that the employee selects.
  - 2. If an eligible employee was hired between November 14, 1996 and October 31, 2006, the City of Marietta shall pay 80 percent of the calculated premium cost, as determined by the City of Marietta, for dependent coverage of the basic (currently the HMO) plan of health care coverage. If such employee wishes dependent coverage in a health care plan other than the basic plan, such participation will require 100 percent funding of the cost difference by the employee. The cost difference is determined at the sole discretion of the City of Marietta.
  - 3. If an eligible employee was hired on or after November 1, 2006, the City of Marietta shall pay 80 percent of the calculated premium cost, as determined by the City of Marietta, for dependent coverage of the basic (currently the HMO) plan



of health care coverage plus 85 percent of the calculated premium cost of the single rate for the basic (currently HMO) plan. The employee will pay the remainder of the calculated premium cost, as determined by the City of Marietta, for any health plan selected.

- D. These contribution percentages may change based upon the financial ability of the city. Any change in contribution rate will be made in ordinance form.
- E. The City of Marietta expressly reserves the right to terminate any or all health care coverage, and life insurance, and accidental death and dismemberment insurance for any or all those employees hired on or after November 1, 2006.

(Code 1978, § 4-3003; Motion of 1/11/69; Code 1961, § 2-17.3; Ord. No. 4817, 8/8/90; Ord. No. 5575, 6/12/96; Ord. No. 5924, 11/11/98, §§ 1, 2; Ord. No. 6963, 9/13/2006, §§ 1—3)

#### 4-12-2-040 - Retiree health insurance.

- A. All full-time employees hired between August 14, 1991 and October 31, 2006, may continue their health insurance coverage after retirement from active service. Effective July 1, 2003, the city/BLW will contribute toward the cost of retiree health insurance for such employees on the following basis:
  - 1. 20+ years of employee service. If hired after August 14, 1991, and before November 14, 1996, the city will contribute 100 percent of the calculated premium cost of retiree health care coverage (HMO and PPO plans). If hired between November 14, 1996 and October 31, 2006, the city/BLW will contribute 100 percent of the calculated premium cost of the retiree coverage on the city/BLW's basic health care plan (currently the HMO plan). The city/BLW will not contribute to the calculated premium cost of retiree dependent coverage except that the calculated premium cost to the retiree if he/she elects to cover such dependents will be frozen at time of retirement.
  - 2. 15—19 years of employee service. If hired after August 14, 1991, and before November 14, 1996, the city/BLW will contribute 80 percent of the calculated premium cost of retiree health care coverage (HMO and PPO plans). If hired between November 14, 1996 and October 31, 2006, the city/BLW will contribute 80 percent of the calculated premium cost of the retiree coverage on the city/BLW's basic health care plan (currently the HMO plan). The calculated premium cost to the retiree for retiree coverage will be frozen at time of retirement. The city/BLW will not contribute to the calculated premium cost of retiree dependent coverage and rate increases for dependent coverage will be passed on to the retiree as they occur.
  - 3. 10—14 years of employee service. If hired after August 14, 1991, and before November 14, 1996, the city/BLW will contribute 50 percent of the calculated premium cost of retiree health care coverage (HMO and PPO plans). If hired between November 14, 1996 and October 31, 2006, the city/BLW will contribute 50 percent of the calculated premium cost of the retiree coverage on the

city/BLW's basic health care plan (currently the HMO plan). The calculated premium cost to the retiree for retiree coverage will be frozen for such employees at time of retirement. The city/BLW will not contribute to the calculated premium cost of retiree dependent coverage and rate increases for dependent coverage will be passed on to the retiree as they occur.

4. Less than 10 years of employee service. If hired between August 14, 1991 and October 31, 2006, the employee may continue their health coverage after retirement from continuous, active service, but the retired employee must pay 100 percent of the retiree calculated premium cost and 100 percent of the dependent calculated premium cost if the retiree elects dependent coverage and all rate increases thereon.
  5. The city/BLW regularly monitors the marketplace for legitimate opportunities to reduce the cost of retiree health care coverage without reducing or otherwise negatively impacting such coverage. When such opportunities are identified and implemented, the city/BLW desires to be able to pass some or all of the resulting cost reductions on to the retirees receiving such coverage. To this end, for purposes of Section 4-12-2-40, the term "frozen at retirement" henceforth shall mean that the calculated premium cost to the retiree for retiree coverage shall not exceed the cost paid by the retiree at the time of his/her retirement. As so defined, nothing in Section 4-12-2-40 shall preclude the city/BLW, in its sole discretion, from reducing the calculated premium cost to the retiree below the cost paid by the retiree at the time of his/her retirement when the circumstances described above so permit. Likewise, in the event the calculated premium cost to the retiree is so reduced, the city/BLW reserves the right to increase said premium cost up to, but not in excess of, the cost paid by the retiree at the time of his/her retirement. Nothing in this section is intended or shall be interpreted or applies as granting any retiree a vested or enforceable right to retiree coverage at a premium cost below the cost he/she paid at the time of his/her retirement.
- B. All full-time employees hired on or after November 1, 2006, with a minimum of 10 years full-time continuous, active service may continue their health care coverage after retirement provided such health care coverage is elected and provided by the City of Marietta at time of retirement. Effective November 1, 2006, the city/BLW will contribute toward the cost of this retiree health insurance on the following basis for such employees:
1. 20+ years of continuous employee service for those employees hired on or after November 1, 2006. The city/BLW will contribute 85 percent of the calculated premium cost of retiree single coverage for the City/BLW's basic health care plan (currently the HMO). Such benefit will be limited to cover the city/BLW retiree only. The dollar amount of the retiree contribution will not be frozen and will increase as the calculated premium cost for coverage increases to the city/BLW. The city/BLW will not contribute to the calculated premium cost of retiree dependent coverage and rate increases for dependent coverage will be passed on to the retiree as they occur.

2. 10—19 years of continuous employee service for those employees hired on or after November 1, 2006. The city/BLW will not contribute toward the calculated premium cost of any retiree health plan chosen by the retired employee. The employee may purchase city/BLW group retiree health care coverage and dependent health care coverage, but will be responsible for 100 percent of all incurred costs including future rate increases on any plan selected.
  3. Less than 10 years of continuous employee service for those employees hired on or after November 1, 2006. Employees who retire with less than ten years' service are not eligible to purchase retiree or dependent health care coverage through the City of Marietta/BLW.
- C. No current terminated vested retiree nor any employee who will subsequently receive a terminated vested retirement benefit is eligible to receive health insurance benefits from the city.

(Code 1978, § 4-3003.1; Ord. No. 4928, 8/14/91; Ord. No. 5575, 6/12/96; Ord. No. 6490, 3/12/2003, § 1; Ord. No. 6963, 9/13/2006, §§ 4—6; Ord. No. 7766, 10/8/2014, § 1)

4-12-2-050 - Retirement plan; JMERS coverage terminated.

- A. The City of Marietta does terminate and withdraw from the pension, retirement and disability payment plan known as the Joint Municipal Employees Retirement System.
- B. The pension board of the City of Marietta, Georgia, created by ordinance of the mayor and council shall assume the function of trustees of a pension retirement and disability plan of the City of Marietta, and the pension board of the City of Marietta, Georgia, is authorized to receive all trust funds held on behalf of the City of Marietta from the Joint Municipal Employees Retirement System.
- C. The vested retirement rights and benefits of employees, participants, retirees and beneficiaries eligible under any superseded pension or retirement ordinance shall not be impaired. The pension board is directed to safeguard the funds of any participating employee of the City of Marietta, Georgia, in all pension, retirement and disability benefits previously provided by the Joint Municipal Employees Retirement System.
- D. The mayor is authorized and directed to execute any and all documents and other instruments necessary to terminate the relationship of the City of Marietta with the Joint Municipal Employees Retirement System. The mayor is further authorized and directed to execute any and all documents and instruments which may be necessary to transfer any funds held on behalf of the City of Marietta by the Joint Municipal Employees Retirement System to the pension board of the City of Marietta, where such funds shall be held in trust and reinvested in a successor pension, retirement and disability plan.
- E. The clerk is directed to attest any and all instruments under the seal of the city which the mayor is authorized and directed to execute by this section.

(Code 1978, § 4-3004; Ord. No. 3753, 2/11/81; Ord. No. 5575, 6/12/96)

4-12-2-060 - Same—Adoption of new plan.

- A. The rights and obligations of persons who retired prior to the effective date of the plan established in Exhibit A are fixed and shall be governed by the retirement or pension plan as it existed and was in effect at the time of such retirement and the provisions of any retirement plan in effect prior to the effective date of this section shall be continued in effect for the purpose of payment of pensions to pensioners retired prior to such effective date and their beneficiaries, if any. The retirement benefits of any employee in the active employ of the city on the adoption date of this section, who immediately prior thereto shall have been included in any superseded retirement or pension plan with the city and who maintains his eligibility as a participant under such superseded plan, and who declines to waive his accrued pension benefits under the retirement plan that was in existence and which has been expressly superseded by this section or any other ordinance of the City of Marietta shall retain any entitlement to benefits originally provided under the superseded plan upon his actual termination of employment and/or attainment of his retirement date in accordance with the provisions of the superseded plan. Such benefits shall be based upon the provisions of the superseded plan, which except as herein provided shall be continued in effect for the purpose of the payment of pensions to the employees declining to waive their pension benefits in favor of the benefits specified in the plan established by this section. Benefits afforded under the superseded plan to such employees will be determined in accordance with said superseded plan.
- B. The city clerk is directed to attest any and all instruments under the seal of the city which the mayor is authorized and directed to execute by this section.

(Code 1978, § 4-3005; Ord. No. 3752, 2/11/81; Ord. No. 5575, 6/12/96)

4-12-2-070 - Adoption of consolidated plan.

- A. The Consolidated Retirement Plan for the Employees of the City of Marietta, Georgia, a copy of which is attached hereto as Exhibit "B" and by reference made a part hereof, is hereby adopted for the employees of the City of Marietta, Georgia, on the following terms and conditions:
  - 1. Each employee hired after March 1, 1987 (the effective date of this consolidated retirement plan) shall be eligible to participate in the consolidated retirement plan as provided for therein. Each new employee hired after March 1, 1987 shall have no right whatsoever to participate or become eligible to participate in the retirement plan adopted by Ordinance No. 4022, Section 4-12-2-060 of the City Code.
  - 2. Each employee that is employed with the City of Marietta, Georgia on March 1, 1987 shall have the right to either remain with the retirement plan adopted by Ordinance No. 4022 or elect to participate in the consolidated retirement plan adopted by this section. Each employee that elects to participate in this consolidated retirement plan shall make said election in writing and shall waive and relinquish any and all rights to participate or receive any benefits from the

retirement plan adopted by Ordinance No. 4022 as it was originally enacted or any benefits adopted by any amendments to Ordinance No. 4022. The period to make this election shall be for a period of ninety (90) days commencing on March 1, 1987 and ending on May 29, 1987. Any employee that has not elected to participate in the consolidated retirement plan by May 29, 1987 shall automatically remain a participant in the retirement plan adopted by Ordinance No. 4022 and shall have no right whatsoever to participate or become eligible to participate in the consolidated retirement plan adopted by this section.

- B. The rights and obligations under the retirement plan approved September 20, 1973, as amended, with respect to persons whose employment with the city was terminated for any reason whatsoever prior to the effective date of this section are fixed and shall be governed by such retirement plan as it existed and was in effect at the time of such termination.

(Code 1978, § 4-3006; Ord. No. 4532, 2/11/87; Ord. No. 5575, 6/12/96)

AN ORDINANCE

ADOPTING a new Retirement Plan for the employees of the City of Marietta, Georgia.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MARIETTA, GEORGIA, THAT:

Section 1. The Retirement Plan for the City of Marietta, Georgia, a copy of which is attached hereto and by reference made a part hereof, is hereby adopted for the employees of the City of Marietta, Georgia.

Section 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed, except as provided in Section 3.

Section 3. The rights and obligations under the Retirement Plan approved September 20, 1973, as amended, with respect to persons whose employment with the City was terminated for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Retirement Plan as it existed and was in effect at the time of such termination.

Section 4. The effective date of this Ordinance shall be January 1, 1984.

DATE: February 8, 1984

APPROVED:

  
Mayor and Council

ATTEST:

  
City Clerk

**Retirement Plan for the Employees  
of the City of Marietta, Georgia <sup>[3]</sup>**

**ARTICLE I  
Purpose**

This ordinance shall constitute the retirement plan of the City of Marietta, Georgia for the exclusive benefit of the city employees according to the terms and conditions hereinafter contained; and said ordinance shall be subject to amendment from time to time by the city.

**ARTICLE II  
Definitions**

The following words and phrases as used in this ordinance, unless a different meaning is clearly required by the context, shall have the following meanings:

**Section 1. Provider:**

Shall mean any trustee, funding agent, or entity selected by the city to hold and manage the plan assets, including but not limited to, the trust fund and all contributions to the plan.

**Section 2. Trust fund:**

Shall mean the total amounts, invested or uninvested, held at any time by the provider in trust for the city under any trust agreement, pension or investment contract.

**Section 3. Plan:**

Shall mean the provisions of this ordinance setting forth the employees to be covered, the benefits to be provided, and the conditions of retirement and all amendments thereto which may hereafter be made, all shall be known as Retirement Plan for the Employees of the City of Marietta, Georgia.

**Section 4. Plan year:**

Shall mean each twelve (12) month period ending on the day immediately preceding each July 1.

**Section 5. City, town, member municipality or employer:**

Shall mean the City of Marietta, Georgia.

**Section 6. Governing authority:**

Shall mean the mayor and council of the City of Marietta, Georgia.

**Section 7. Pension board:**

Shall mean the board appointed by the city on this ordinance to represent the city in the administration of the plan hereby established.

Section 8. Effective date of the plan:

Shall mean November 1, 1973.

Section 9. Enrollment date:

Shall mean the date that an eligible employee or an elected or appointed member of the governing authority becomes a participant under this plan. Said date will be established by the pension board on a form provided for that purpose.

Section 10. Employee:

Shall mean any person who is regularly employed in the services of the city, Marietta Board of Lights and Water, or any person who is an elected or appointed member of the governing authority.

Section 11. New employee:

Shall mean any employee regularly employed in the services of the city after the effective date of the plan except as otherwise provided for in article III, section 3.

Section 12. Full-time employee:

Shall mean an employee who works at least thirty (30) hours per week.

Section 13. Eligible employee.

Shall mean any full-time employee who comes within the provisions of article III, section 2, and who is not an ineligible employee as defined herein.

Section 14. Ineligible employee:

Shall mean any employee in the class or classes enumerated in article III, section 1.

Section 15. Contributions:

Shall mean payments made to the provider to provide the benefits specified in the plan.

Section 16. Interest:

Shall mean a pro rata share of any and all interest, dividends, and/or capital gains or losses earned on the invested or reinvested funds of the trust fund.

Section 17. Participant or participating employee:

Shall mean any eligible employee or elected or appointed member of the governing authority who complies with the requirements of article III, section 4.

Section 18. Retired participant:

Shall mean any participant who has qualified for retirement under any provision of the plan and is entitled to receive any pension provided under the plan.



Section 19. Terminated participant:

Shall mean employees withdrawn from service who have vested benefits under any provision of the plan.

Section 20. Service:

Shall mean regular service rendered as an employee of the city. Service includes absence from active employment with the city under conditions which are not treated by it as a termination of employment. However, service shall not include accrued but unused annual leave of the employee. Service also means any tenure of elective office held by an elected or appointed member of the governing authority provided that such tenure of elective office does not include any calendar period during which any elected or appointed member of the governing authority is also in the regular service of the city as a full-time employee.

Section 21. Past service:

Shall mean the number of years and complete months, determined by the employer to represent uninterrupted service of a participant in the employment of the city prior to his enrollment date. Past service shall also mean any tenure of elective office of an elected or appointed member of the governing authority who is on the effective date of this amendment serving as either an eligible employee or as an elected or appointed member of the governing authority or both. Otherwise, past service shall not include any tenure of elective office as an elected or appointed member of the governing authority.

Section 22. Credited past service:

Shall mean the number of years and complete months of past service creditable for the purpose of computing pensions hereunder as prescribed in article V, section 1b(1).

Section 23. Credited future service:

Shall mean the number of years and complete months, determined by the employer, to represent uninterrupted credited service of a participant from his enrollment date in the plan to the effective date of his retirement as prescribed in article V, section 1b(2).

Section 24. Total credited service:

Shall mean the sum of credited past service and credited future service, as defined herein, of a participant, but shall be limited to such maximum number of years, if any, as may be prescribed in article V, section 1b(3).

Section 25. Earnings:

Shall mean the total normal compensation paid to a full-time employee of the city for service rendered but shall exclude compensation for overtime, reimbursed expenses, and other unusual compensation. In all cases, earnings shall include holiday and vacation pay and payments made by the city on behalf of an employee during period of authorized absence for illness and other reasons.

Except with respect to qualified participants (as defined below), for plan years beginning on and after January 1, 1996, the earnings taken into account in calculating a participant's benefit under this plan shall not exceed the limitations of Code Section 401(a)(17) in effect as of the beginning of each such plan year (e.g., \$150,000.00 in 1996). For purposes of applying the \$150,000.00 limit, as adjusted, if any employee is the spouse or a lineal descendant of an employee (provided the lineal descendant is younger than age 19 by the end of the plan year) who is one of the ten "highly compensated employees" (within the meaning of Code Section 414(q)) paid the greatest amount of earnings (determined without regard to the \$150,000.00 limit, as adjusted) during the plan year, the employee shall not be treated as a separate employee. The preceding sentence shall not, however, apply to any plan year which begins on or after January 1, 1997.

The \$150,000.00 limit described in the previous paragraph shall not apply to any qualified participant. A qualified participant is any participant who first became a participant in the plan before January 1, 1996.

Effective for plan years beginning on and after January 1, 2002, the \$150,000.00 amount described in this paragraph, as adjusted by the commissioner, shall be increased to \$200,000.00, as adjusted by the commissioner. For future plan years, any change to the limitation imposed by Code Section 401(a)(17)(B) shall be deemed to be automatically incorporated into this plan without the necessity of an amendment to that effect.

Effective January 1, 2001, earnings shall be increased by the amount by which the participant's earnings is reduced by salary reduction or similar arrangement under Section 132(f)(4) of the Code (i.e., a qualified transportation fringe benefit program). This increase also shall apply to the definition of "compensation" in Section 14.05.

(Ord. No. 6340, 12/12/2001, § 1; Ord. No. 6483, 2/12/2003, § 2(1))

#### Section 26. Annual earnings:

Shall mean the earnings, as determined by the employer, which have been paid to a participant on account of service rendered during any consecutive twelve (12) calendar month period immediately preceding the anniversary of his retirement date. It shall be limited to such maximum amount, if any, as may be prescribed in article V, section 1b(5), of the plan.

#### Section 27. Final average earnings:

Shall mean the average annual earnings computed in accordance with the provisions of article V, section 1b(4), of the plan.

#### Section 28. Retirement:

Shall mean withdrawal from service with a retirement allowance granted under the provisions of the plan. The city may engage on a retainer or fee basis any person receiving benefits hereunder and such engagement will not terminate or suspend such benefits.

Section 29. Normal retirement date:

Shall mean the first day of the month coinciding with or next following the day a participant qualified for retirement as provided in article IV, section 2.

Section 30. Early retirement date:

Shall mean the first day of the month coinciding with or next following the day a participant qualified for retirement as provided in article IV, section 3.

Section 31. Normal retirement age:

Shall mean age fifty-five (55) for Level 1 employees and age sixty-five (65) for Level 2 employees as defined in article III, section 2.

Section 32. Early retirement age:

Shall mean age forty-five (45) for Level 1 employees and age fifty-five (55) for 2 employees as defined in article III, section 2.

Section 33. Monthly retirement benefit:

Shall mean the monthly pension as provided in article V or any death or termination benefit payable under the provisions of article VI.

Section 34. Beneficiary:

Shall mean the person designated by the participant from time to time in writing and on prescribed forms, to receive any death benefit. For purposes of this definition, "person" shall include only a natural person and shall not include a corporation, estate or other such entity.

(Ord. No. 4485, 7/9/86, § 1; Ord. No. 4500, 8/13/86, § 1; Ord. No. 4653, 7/13/88, § 1 (Exhibit A))

Section 35. Beneficiary in retirement:

Shall mean the person designated by the participant from time to time in writing and on prescribed forms, to receive any death benefit provided in article VII, section 1.

(Ord. No. 4485, 7/9/86, § 1; Ord. No. 4500, 8/13/86, § 1; Ord. No. 4653, 7/13/88, § 1 (Exhibit A))

Section 36. Actuary:

Shall mean an individual or firm appointed or approved by the pension board to perform actuarial calculations necessary in funding the plan.

Section 37. Actuarial equivalent:

Shall mean a benefit of equal value when computed at regular interest upon the basis of the mortality tables last adopted by the provider.

Section 38. O.A.S.D.I.:

Shall mean the federal old age, survivors, and disability insurance benefits under the Social Security Act and any amendments thereto.

Section 39. Vesting, vested right, vested benefit:

Shall mean the rights of a terminated participant as specified in article VII, sections 3 and 4, of the plan.

Section 40. Covered compensation:

Shall mean the covered compensation tables prepared by the provider or the actuary whichever is directed to do so by the pension board. The tables will be updated annually and will be based on data provided by O.A.S.D.I. For Level I participants, the table will have a built-in covered compensation factor that treats Level I participants as if they were born ten years earlier than their actual birth date.

(Ord. No. 4624, 3/9/88, § 1)

Section 41. Disability:

Shall mean a physical or mental disability of a participant as defined under article VIII.

Section 42. Disability retirement date:

Shall mean the first day of the first calendar month in which a participant becomes entitled to receive disability benefits under article VIII. However, in no event shall said disability retirement date be earlier than one calendar month following his termination of employment due to a disability.

Section 43. Current average cost-of-living index figure:

Shall mean, as of any date, the average of the August monthly Consumer Price Index figures, relative to the United States as a whole, most recently issued as of such date by the Bureau of Labor Statistics of the United States Department of Labor. Should the monthly Consumer Price Index be revised by the Bureau of Labor Statistics, it shall mean the average adjusted by the pension board, with the advice of the actuary of the plan, so as to give effect to such revision in an equitable manner.

Section 44. Cost-of-living base figure:

Shall mean the current average cost-of-living index figure of a participant as of his actual retirement date or any subsequent annual adjustment date. The cost-of-living base figure for beneficiaries receiving pensions shall be the current average cost-of-living index figure beginning on the annual adjustment date following such beneficiary's entitlement to a pension or any subsequent annual adjustment date.

Section 45. Unused Sick Leave or Military Duty Used in Benefit Calculation:

New retirees will be credited with additional service for benefit calculation purposes only (i.e. this additional credit will not be used to satisfy any eligibility criteria for plan

benefits) for either unused sick leave or for active duty Federal military service prior to becoming an employee of the City of Marietta/BLW whichever is greater, to a maximum of one year. Unused sick leave or military service will be granted for whole months only. Unused sick leave will be verified by the City/BLW. Proof of military service will require evidence of an Honorable Discharge. This provision only applies to active employees who apply for normal or unreduced early retirement (if applicable) after the effective date of this section.

(Ord. No. 6339, 12/12/2001, § 1)

#### Section 46. Beneficiary:

Shall mean the person named by a participant or by any other person eligible to name a beneficiary by written designation filed with the pension board or its designee. The submission of a new beneficiary designation shall automatically revoke all prior beneficiary designations. If a participant does not have an effective beneficiary designation on file, his beneficiary shall be his spouse, if he is married as of the date of his death, or his estate, if he is not married on the date of his death.

(Ord. No. 6340, 12/12/2001, § 2)

### ARTICLE III Eligibility, Qualification and Participation

#### Section 1. Ineligible classes of employees.

The following classes of employees shall not become eligible for participation in the plan.

Class 1—Employees, other than elected and appointed members of the governing authority, who regularly work less than thirty (30) hours per week in the service of the city.

Class 2—Any person employed by the city to perform scientific, technical, engineering, accounting, legal or similar expert services in a consulting capacity.

Class 3—Any person employed for less than twelve (12) months in any year, or on a retainer or fee basis.

## Section 2. Eligible employees.

The following employees that are not excluded by article III, section 1, shall qualify for participation by meeting the pertinent requirements set forth in article III, section 3.

Level 2—Permanent policemen and firemen and all other full-time employees, and elected and appointed members of the governing authority that are hired or commence service with the City of Marietta after the effective date of this ordinance shall be considered Level 2 employees for all purposes under the retirement plan. Any employees that were hired or commenced service with the City of Marietta prior to the effective date of this ordinance shall not be affected by this ordinance.

(Ord. No. 4522, 11/12/86, § 1)

## Section 3. Qualifications for participation.

- A. Each employee, other than elected and appointed members of the governing authority, who is, on the effective date of the plan, regularly employed in the services of the city shall be qualified to apply for participation in the plan:
  - 1. If he has completed one (1) year of continuous service on or prior to the effective date of the plan, or
  - 2. On the first day of the month immediately following or coinciding with the date subsequent to the effective date of the plan that he completes one (1) year of continuous service provided that the period of service between the effective date of the plan and his enrollment date was continuous and uninterrupted.
- B. Each new employee hired after the effective date of the plan shall be eligible to participate in the plan on the first day of the month immediately following or coinciding with the date he completes one (1) year of continuous service; provided, however, that he has not attained age sixty-one (61), or age fifty-one (51) if such employee is employed as a permanent policeman or fireman, whichever is applicable.
- C. Any eligible employee whose employment terminates and who later resumes employment in an eligible employee level shall be considered a new employee as of his date of reemployment unless he meets one of the following conditions:
  - 1. A former participant who is reemployed in an eligible employee level within one (1) year after termination of his employment with the city may resume participation on the first day of the month immediately following or coinciding with his reemployment, but the time he was absent shall not be taken into account for the purpose of calculating retirement or termination benefits under the plan.
  - 2. A former participant who is reemployed in an eligible employee level after a period of involuntary service in the Armed Forces of the United States, and who meets the provisions of article III, section 4d, may resume participation on the first day of the month coinciding with or next following the month in which he is reemployed, but the time he was absent shall not be taken into account for the purpose of calculating retirement or termination benefits under the plan unless otherwise authorized by the governing authority.

3. A former participant who is reemployed in an eligible employee level after being on an authorized leave of absence and who meets the provisions of article III, section 4D, may resume participation on the first day of the month coinciding with or next following the month in which he is reemployed in accordance with the terms of the leave as approved by the governing authority.
- D. Each elected or appointed member of the governing authority who holds an elected office of the city on the effective date of this amendment shall be qualified to apply for participation on such effective date. Each other elected or appointed member of the governing authority who holds an elective office of the city subsequent to the effective date of this amendment shall be qualified to apply for participation in the plan on the first day of the month immediately following or coinciding with the first date he occupies any elective office of the governing authority after the effective date of this amendment.
- E. Any eligible employee who terminates employment as a public safety participant under the 4022 plan, and who moves to a general employee position on or after June 1, 1999, shall participate in the consolidated retirement plan, adopted by Ordinance No. 4532, on the first day of the pay period immediately coinciding with the employee's change to such position. The employee shall have no right whatsoever to participate or become eligible to participate in the general employee portion of the retirement plan adopted by Ordinance No. 4022 as such portion has been terminated by the city. The employee also has no right to continue participation in the public safety portion of the retirement plan adopted by Ordinance No. 4022 after the employee moves to a general employee position. However, the employee shall be entitled to a vested right in his accrued retirement benefits, and shall have the option to receive benefits upon retirement as a public safety participant under the 4022 plan from the time the employee became eligible to the date the employee moves to a general employee position and benefits under the consolidated retirement plan from the date the employee changes to a general employee position to the date of retirement, or the employee may waive all rights to receipt of benefits under the 4022 plan and have all benefits calculated under the consolidated retirement plan at the date of retirement.

(Ord. No. 6064, 11/10/1999, § 2)

#### Section 4. Participation.

- A. Each eligible employee (except any employee that is a participant or eligible to become a participant in the consolidated retirement plan adopted by Ordinance 4532), who meets the qualifications for participation as set forth in article III, section 3, shall become a participant in the plan on the first day of the month coinciding with or next following the date he completes the above mentioned qualifications for participation.
- B. Participation in the plan shall not give any eligible employee the right to be retained in the employ of the city nor, upon dismissal, to have any right or interest in the trust fund other than is herein provided.

- C. For other than elected and appointed members of the governing authority, participation shall be deemed to be automatically terminated by a quit, resignation or discharge, by lapse of recall rights after layoff, by ceasing to be an eligible employee as defined herein, or by failure to return to service as an eligible employee at the end of an approved leave of absence. Participation shall be deemed to be automatically terminated for an elected or appointed member of the governing authority upon vacation of elective office.
- D. The governing authority shall determine the date of expiration of any leave of absence granted to a participant, other than an elected or appointed member of the governing authority, and if such participant has not returned to his regular employment as an eligible employee in accordance with such determination, his interest, if any, under the plan shall only be such as existed at the commencement of such leave of absence. If a leave of absence has been or is granted to a participant other than an elected or appointed member of the governing authority for the purpose of involuntary service in the Armed Forces of the United States or for some other purpose as approved by the governing authority, he shall for the purposes of the plan not be deemed to have broken continuity of credited future service (but such periods of absence shall not be counted as credited future service for the purpose of computing a pension hereunder unless the leave, as authorized by the governing authority, specifically permits such participant to continue accumulating credited future service during the authorized leave of absence) provided:
  - 1. Such a participant was regularly employed by the city immediately prior to his leave of absence, and
  - 2. He makes application for reemployment on or before the date of expiration of any leave of absence or within ninety (90) days after he first becomes entitled to his discharge or release from involuntary service in the Armed Forces of the United States, and
  - 3. He is reemployed as an eligible employee within ninety (90) days after such application.
- E. Each elected or appointed member of the governing authority who meets the qualifications for participation in the plan as set forth in article III, section 3, shall become a participant in the plan upon completing one year of service.

(Ord. No. 4661, 8/10/88, § 1)



## ARTICLE IV Retirement Eligibility and Dates

### Section 1. Retirement eligibility.

- A. The retirement prerequisites of a participant under this plan are contingent upon the method of retirement selected by such participant; that is, normal retirement, early retirement, delayed retirement, or disability retirement; and whether or not such participant is a full-time employee. The prerequisites associated with each retirement method or employment status shall be as specified below in pertinent provisions of sections 2, 3, 4, 5, and 6, respectively, of this article IV.
- B. Retirement under the plan is contingent upon the satisfactory completion of a prescribed form provided for such purpose and the acceptance of the retirement application by the pension committee.
- C. Retirement applications shall be prepared and submitted no earlier than ninety (90) days and no later than thirty (30) days prior to a participant's effective retirement date. Nevertheless, the pension board has discretion to consider an application submitted less than 30 days prior to the effective retirement date in the event of the participant's terminal medical condition, a department head's need to fill a position occupied by the applicant, or other exigent circumstances.

(Ord. No. 8273, 4/13/2022, § 1)

### Section 2. Normal retirement date.

- A. Except as otherwise provided in section 4A(1) of this article IV, the normal retirement date of a participant shall be the first day of the month coinciding with or next following the date he has attained:
  - 1. Age fifty-five (55) and has completed a minimum of five (5) years of total credited service for Level 1 employees as defined in article III, section 2.
  - 2. Age sixty-five (65) and has completed a minimum of five (5) years of total credited service for Level 2 employees as defined in article III, section 2, who are full-time employees.
  - 3. Age sixty-five (65) and has completed a minimum of ten years of total credited service for Level 2 employees, as defined in article III, section 2, who are elected or appointed members of the governing authority.
- B. A participant shall retire from the employment of the city on his normal retirement date except as otherwise provided in sections 3, 4, 5, and 6, of this article IV.

### Section 3. Early retirement date.

A participant may retire from the service of the city on the first day of any month prior to his normal retirement date, provided he has a minimum of five (5) years of total credited service and has attained age forty-five (45) if such participant is a Level 1 employee, or

age fifty-five (55) if such participant is a Level 2 employee, as defined in article III, section 2.

#### Section 4. Delayed retirement date.

- A. A participant other than an elected or appointed member of the governing authority may continue employment with the city beyond the normal retirement age under any one of the following conditions:
  - 1. If such participant has not completed five (5) years of total credited service under the plan when he attains the normal retirement age, he has the option to retire with his accrued monthly retirement benefit at that date, or continue his employment until the earlier of:
    - a. Completion of five (5) years of total credited service, or
    - b. Attainment of age sixty (60) if such participant is a Level 1 employee, or age seventy (70) if such participant is a Level 2 employee, as defined in article III, section 2.
    - c. If such participant does not elect to retire at the normal retirement age, (a) or (b) above shall become his normal retirement date and upon actual retirement he shall receive the retirement benefit for which he became eligible at the occurrence of (a) or (b) above.
- B. Subsequent to the first anniversary of the effective date, retirement may not be delayed beyond age sixty (60) for a participant who is a Level 1 employee, or age seventy (70) for a participant who is a Level 2 employee, as defined in article III, section 2.

#### Section 5. Disability retirement date.

A participant may retire under the provisions of the plan on the first day of the first calendar month in which a participant becomes entitled to receive disability benefits under article VIII. Upon actual retirement, such participant shall receive the disability retirement benefit provided in article V, section 4, or any other retirement benefit granted under the plan for which he is eligible if such benefit is greater than the aforesaid disability retirement benefit. However, under no circumstances shall any retired participant be entitled at one time to more than one type of retirement benefit granted under the plan.

#### Section 6. Elected and appointed members of the governing authority.

If an elected or appointed member of the governing authority is holding an elective office of the governing authority when he becomes eligible for normal retirement as provided in this article IV, section 2.A.3., his retirement shall be delayed until the first day of the month coinciding with or next following the date he vacates such elective office.

## Section 7. Alternate retirement date.

A participant may elect an alternate retirement option, based on the eligibility requirements for an unreduced early retirement under section 5 of article V of Exhibit B of City Code Section 4-12-6-010, known as the Consolidated Retirement Plan for the Employees of the City of Marietta, Georgia. A participant may retire from the service of the city at any time after the date that the sum of his age and credited service equals at least 80.

(Ord. No. 6509, 5/14/2003, § 1)

## ARTICLE V Retirement Benefits

### Section 1. Normal retirement benefit.

#### A. Reserved.

1. Reserved.
2. The monthly retirement benefit is a. or b., whichever is greater:
  - a. One and one-third percent (1.33%) of the final average earnings of the participant, multiplied by total years of credited service plus credit granted pursuant to article II, section 45, divided by twelve (12); or
  - b. The monthly retirement benefit as computed under the plan formerly in existence prior to January 1, 1984; said benefit shall be calculated in accordance with Appendix "A".

#### B. The following provisions shall apply to the calculation of a. above:

1. Credited past service.
  - a. Credited past service shall be the amount of past service of a participant. Breaks in regular full-time employment prior to the effective date of the plan followed by five (5) years of service or leave of absence will not break continuity of service but the time absent will not be considered as a period of credited past service.
  - b. Any full-time eligible employee who does not elect to become a participant as of the date he is first qualified to do so may elect to become a participant on the first day of any succeeding month; provided, however, that the credited past service of such participant shall not include the period of service from the date he was first qualified to become a participant to the date he elects to become a participant, or any creditable past service due him on the date he was first qualified to become a participant under the plan; and, further provided that he has enough time remaining until normal retirement age to accrue at least five (5) years of total credited service.

2. Credited future service shall be as defined in article II, section 27, and limited to time spent as a participant in the service of the city, except as provided in article III, section 4.D. Breaks in any tenure of elective office of an elected or appointed member of the governing authority will not break continuity of service but the time absent will not be considered as a period of credited future service.
  3. Total credited service, both past and future, shall be the sum of credited past and credited future service. The amount of total credited service for any participant shall be unlimited except that:
    - a. No credit will be given for service performed as an eligible employee of the city which precedes a participant's most recent date of employment as a new employee; and
    - b. Total credited service shall not exceed the total calendar years and complete months during which a participant was either an eligible employee or an elected or appointed member of the governing authority or both.
  4. Final average earnings shall mean the average of the annual earnings paid to a participant during any consecutive three (3) year period preceding his actual date of retirement in which his earnings were highest; or if he had less than three (3) years of total credited service, then his final average earnings shall be his average earnings for his total credited service.
  5. Maximum annual earnings to be used for computing final average earnings shall be unlimited.
  6. Final average earnings as defined in subparagraph (4) above shall be used for computing the monthly retirement benefit except as herein otherwise provided.
  7. Full months of credited past and future service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation.
- C. An employee who retired under the provisions of any superseded plan prior to November 1, 1973, shall be entitled to a monthly benefit in addition to any benefit he is now receiving, effective the first day of September, 1977, and payable on the first day of each month thereafter. The amount of said monthly benefit shall be the difference between (a) the benefit such retired employee is now receiving from New England Life Insurance Company under the terms of the superseded plan and (b) the amount he would have received as a Class 2 participant under the terms of article V, section 1.A. of this plan if this plan had been in effect at the time of his retirement. Any payments made pursuant to this paragraph shall cease upon the death of the retiree.

(Ord. No. 5923, 11/11/98, § 3; Ord. No. 5939, 12/10/98, §§ 1, 2; Ord. No. 6339, 12/12/2001, § 2)

## Section 2. Early retirement benefit.

A participant, upon retirement on his early retirement date, shall, at his election, receive either:

- A. The amount of each monthly retirement benefit for early retirement shall be computed in the same manner as for a normal retirement benefit, but the benefit so computed shall be reduced by .167% for each full month retired early from age fifty-five (55); or
- B. A delayed monthly retirement benefit under which payment shall commence on the first day of the month coinciding with or next following the retired participant's fifty-fifth (55th) birthday if such participant is a Level 1 employee, or sixty-fifth (65th) birthday if such participant is a Level 2 employee, as defined in article III, section 2, and shall be payable on the first day of each month thereafter during the lifetime of the participant. The amount of each monthly retirement benefit shall be computed in the same manner as for a normal retirement benefit.

(Ord. No. 5922, 11/11/98, § 1)

## Section 3. Delayed retirement benefit.

The delayed retirement benefit shall be calculated in the same manner as the normal retirement benefit, and said benefit shall be increased actuarially due to the participant's actual age at retirement in accordance with the tables set forth in Appendix F.

Notwithstanding anything contained herein to the contrary, in no event may distribution of a participant's retirement benefit commence later than the first day of April in the calendar year following the later of (a) the calendar year in which the participant attains age 70½, or (b) the calendar year in which the participant retires. If, as of January 1, 2002, a participant is an employee in active employment with the employer and is receiving distributions on account of his attaining age 70½, the participant shall continue to receive plan distributions.

The following rules shall apply for purposes of determining the required minimum distribution to participants and designated beneficiaries (as defined below) for calendar years beginning on and after January 1, 2003, even if, in the case of a designated beneficiary, the participant died before 2003.

- (a) Required distribution. Nothing in this section shall be deemed to extend any death benefit or permit any beneficiary designation or payment form not otherwise provided or permitted under this plan. This section 3 shall, instead, be deemed to limit and modify any provision of this Plan to the extent that such limitation or modification is necessary to ensure that the plan complies with this section 3, Code Section 401(a)(9) and the regulations thereunder.

The entire interest of each participant in this plan will be distributed, beginning not later than the required beginning date described above, over the life of such participant or over the lives of such participant and his or her designated beneficiary, or over a period not extending beyond the life expectancy of such

participant or the life expectancy of such participant and his or her designated beneficiary.

- (b) Death of participant after distribution has begun. If distribution of a participant's interest has begun in accordance with the paragraph (a) above (i.e., distributions on or after the required beginning date), and if the participant dies before his or her entire interest has been distributed to him, then the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used under paragraph (a) as of the date of the participant's death.
- (c) Death of participant before distribution has begun. If a participant dies before distribution of the participant's interest has begun in accordance with paragraph (a) above (i.e., no distributions have been made on or after the required beginning date), the entire interest of the Participant must be paid over whichever of the following periods is applicable:
  - (i) If one or more Designated Beneficiary is not the Participant's Spouse, the distribution period shall be the Designated Beneficiary's remaining life expectancy.
  - (ii) If the sole Designated Beneficiary is the Participant's Spouse, the distribution period shall be the Spouse's remaining life expectancy.
  - (iii) If there is no Designated Beneficiary, the entire benefit (if any is payable) shall be distributed by the end of the calendar year that includes the fifth anniversary of the Participant's death.

Distributions under paragraph (c)(i)—(iii) above shall commence as follows:

- (x) Distributions under (c)(i) (i.e., distribution to a non-spouse designated beneficiary) shall begin on or before the end of the calendar year that begins immediately after the calendar year in which the participant died.
  - (y) Distributions under (c)(ii) (i.e., distribution to a spousal designated beneficiary) shall begin on or before the later of the end of the calendar year immediately following the calendar year in which the participant died and the end of the calendar year in which the Participant would have attained age 70½.
- (d) Form of distribution. Any distribution payable under this section 3 may be paid in any optional form of benefit that is available under the plan, provided that all consent and eligibility requirements under the plan are satisfied. Any annuity form of distribution payable under this plan, however, must satisfy the following requirements:
  - (i) The distribution must be in the form of a periodic annuity for the Participant's life, or for the joint life expectancy of the Participant and Designated Beneficiary or over a period certain that does not exceed the maximum length of the period certain determined under the Regulations.
  - (ii) The interval between payments must be uniform over the entire distribution period and must not exceed one year.

- (iii) If payments have commenced over a period certain, the period certain may not be changed.
- (iv) Distributions in the form of a life annuity must satisfy the minimum distribution incidental benefit (MDIB) requirement of Code Section 401(a)(9)(G) and Treasury Regulation 1.401(a)(9)-6T, A-2, or any successor regulation thereto.
- (v) All payments, either in the form of a life annuity or over a period certain must either be non-increasing or increase only in accordance with the rules set forth in Treasury Regulation 1.401(a)(9)-6T, A-1.

For purposes of this Section 3, references to a life annuity shall include an annuity for the joint life expectancy of the Participant and the Designated Beneficiary.

- (e) Incidental death benefit requirement. Any optional form of benefit elected by the participant or designated beneficiary must comply with the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G). This rule insures that the retirement benefits payable under the plan are more than incidental.
- (f) Pension board's discretion. The pension board for the city shall have the sole authority and full discretion to apply the provisions of this section 3 to any benefit option elected by the participant or designated beneficiary. The plan administrator may, for example, modify a participant's selection of an optional form of benefit to satisfy the incidental death benefit requirement by requiring, at its discretion, that the participant select another form of benefit or another contingent annuitant, or by modifying the form of benefit so that it complies with the applicable rules.
- (g) Definitions. The following definitions shall apply to this section 3, notwithstanding anything contained herein to the contrary.
  - (i) Designated beneficiary. The term "designated beneficiary" shall be determined in accordance with the definition of "beneficiary" in the regulations, notwithstanding that this definition may be different from that set forth elsewhere in this plan, provided that any individual who is a designated beneficiary must also be a beneficiary (but not necessarily all of the beneficiaries) as defined in this plan. Each beneficiary, as defined in the plan, however, need not be a designated beneficiary in the event, for example, that a beneficiary disclaims his interest under this plan.
  - (ii) Spouse. "Spouse" shall mean "spouse" as defined in the regulations. Nothing in this section 3 shall be deemed, however, to extend any death benefit or permit any beneficiary designation or payment form not otherwise provided or permitted under this plan.

- (iii) Regulations. "Regulations" shall refer to the Treasury Regulations (including temporary regulations) promulgated under Code Section 401(a)(9), as set forth in Treasury Regulations 1.401(a)(9)-1 through 1.401(a)(9)-6T, and any additional guidance issued by the IRS in the form of revenue rulings, notices and other guidance published in the Internal Revenue Bulletin or any successor thereto.

(Ord. No. 6340, 12/12/2001, § 3; Ord. No. 6483, 2/12/2003, § 2(2))

#### Section 4. Disability retirement benefit.

The amount of the disability retirement benefit shall be calculated in the same manner as the normal retirement benefit with no actuarial reduction for age imposed. In no event, however, will a participant's disability retirement benefit be less than fifty percent (50%) of the average of the participant's most recent 12 months of earnings preceding his termination of employment as a result of a disability. Upon retirement on his disability retirement date, a participant shall receive a monthly retirement benefit commencing on the first day of the month coinciding with his disability retirement date and payable on the first day of each month thereafter so long as his disability continues.

(Ord. No. 6465, 11/13/2002, § 1)

#### Section 5. Cost-of-living adjustment.

- A. The amount of the benefits payable under this plan to a participant classified as a Level 1 employee as defined in article III, section 2, or his beneficiary, shall be adjusted by the current average cost-of-living index figure as provided herein.
- B. The current average cost-of-living index figure shall be ascertained as of August 1 in each year.
- C. Each monthly retirement benefit then being received shall thereupon be adjusted as follows:
  - 1. Each monthly retirement benefit shall be increased by a percentage equal to the percentage representing the current average cost-of-living index figure divided by each recipient's cost-of-living base figure. If the current average cost-of-living index figure is less than the average cost-of-living index figure determined on August 1 of the previous calendar year, no reduction in the monthly retirement benefit shall be effected.
  - 2. Notwithstanding the foregoing provisions, no increase in the amount of a monthly retirement benefit due to changes in the current average cost-of-living index figure effective at any annual adjustment date August 1 shall be in excess of an average increase of four percent (4%) of the amount of the monthly retirement benefits payable immediately prior to such participant's or beneficiary's applicable adjustment date.



## Section 6. Suspension of benefits.

- A. Any retirement pension payable under this plan to any participant who shall have retired or been retired pursuant to any provisions of article IV or whose service with the city shall have terminated on or after his vesting date shall be suspended as of the date he is reemployed by the city on a full-time basis if retired under article IV, sections 1, 2, 3 and 5 or in any capacity (full-time or less than full-time) if retired under the provisions of article IV, section 4 or holds an elective office of the governing authority except as otherwise provided herein and shall be resumed as of the first day of the month coinciding with or next following his subsequent retirement. In any case where the payment of a participant's retirement pension shall have been so suspended, the retirement pension payable on his subsequent retirement (whether before or after his normal retirement date) shall be the benefit computed in accordance with this article V on the basis of his aggregate credited service, and for an eligible employee on the basis of his final average earnings, at the time of his subsequent retirement, but reduced on an actuarial basis by the value of an early retirement benefits received by him prior to being reemployed as an eligible employee or return to elective office, except that the resulting benefit shall not be less than the benefit payable at the time of his previous retirement. For the purposes of this section 6, any such participant's credited service subsequent to his reemployment by the city or holding of an elective office of the governing authority shall commence as of the date of his reemployment as an eligible employee or as of the date his term of elective office begins, whichever is applicable.
- B. Any disability retirement pension payable under this plan to any participant who shall have retired or been retired pursuant to any provisions of article IV, section 5, shall be suspended as of the date his disability ceases. In any case where the payment of a participant's disability retirement pension shall have been so suspended, said period of absence from employment due to such disability shall be treated as a leave of absence without pay and the provisions of article III, section 4 shall apply except that such period of absence shall not be counted as credited future service. Any participant who shall have retired or been retired pursuant to the provisions of article IV, section 5 and who dies or who has been or shall be subsequently declared ineligible for a disability retirement benefit because of a cessation of said disability shall have a right to any benefit afforded under any other provision of this plan to which he or his beneficiary might otherwise be entitled. In such a case any disability retirement payments made prior to the date his disability ceases or is declared to no longer exist shall be retained by the retiree and disregarded in computing any other benefit payable under this plan.

(Ord. No. 6284, 9/12/2001, § 1)

## Section 7. Alternate retirement benefit.

The alternate retirement benefit shall be calculated in the same manner as the unreduced early retirement benefit in accordance with section 5 of article V of Exhibit B of City Code Section 4-12-6-010, known as the Consolidated Retirement Plan for the

Employees of the City of Marietta, Georgia. The participant shall be entitled to elect to receive the benefit in any one of the forms of payment described in article VII of Exhibit B of City Code Section 4-12-6-010, known as the Consolidated Retirement Plan for the Employees of the City of Marietta, Georgia.

If this alternate retirement benefit is voluntarily elected by the participant, then:

1. The participant shall forfeit any and all rights now and in the future to the cost-of-living adjustment set forth in section 5 of article V of this plan, Exhibit A of City Code Section 4-12-4-010, known as the 4022 Retirement Plan. However, any cost-of-living adjustment approved under Exhibit B of City Code Section 4-12-6-010, known as the Consolidated Retirement Plan for the Employees of the City of Marietta, Georgia shall be provided to the participant;
2. Survivor benefits shall not be payable upon the death of participant, notwithstanding any other provision to the contrary, unless post-retirement benefits are provided under the optional form of payment elected by the participant at retirement; and
3. The participant's spouse (if married at retirement) must consent to the election of this retirement option.

(Ord. No. 6509, 5/14/2003, § 2)

## ARTICLE VI

### Optional Form of Retirement Income

#### Section 1. Election of optional retirement benefit.

A participant may elect, or may revoke said election, at any time prior to his actual retirement date, to have his retirement benefit payable under the option hereinafter set forth in lieu of the retirement benefit he is otherwise entitled to receive. The option shall only be available if the participant retires at his normal retirement date. The benefit shall be paid in accordance with the terms of said option. Election of said option shall be made by the participant in writing.

Any optional form of benefit elected by the participant must comply with the minimum distribution incidental benefit requirement of proposed Treasury Regulation 1.401(a)(9)-2, or its successor. This rule ensures that the retirement benefits payable under the plan are more than incidental.

(Ord. No. 6340, 12/12/2001, § 4)

#### Section 2. Description of option.

The amount of the optional retirement benefit set forth below shall be the actuarial equivalent of the amount of benefit that would otherwise be payable to the participant under article V.

Option A: Social Security option. An increased retirement benefit payable to the participant during his lifetime until his retirement benefits commence under O.A.S.D.I. and a decreased retirement benefit payable thereafter for life in order to have a more level retirement income when such decreased retirement benefit is added to his primary benefits under O.A.S.D.I. determined as of his early retirement date; said benefit shall be computed in accordance with the tables set forth in Appendix "C". At the death of the participant all payments will cease and no further benefits will accrue to the estate of the participant or to other persons except as provided in article III, section 2. This option shall be known as Option A. If the benefit determined to be payable from the plan, when O.A.S.D.I. benefits commence, results in a negative balance, this option cannot be elected.

(Ord. No. 4548, 4/8/87, § 1)

### Section 3. Cancellation of election.

The election by a participant of said option in section 2 of this article VI shall be null and void if the participant shall die before benefits commence.

## ARTICLE VII

### Death or Termination of Employment

#### Section 1. Death prior to retirement.

- A. If the employment or term of elective office of a participant is terminated by reason of his death prior to his retirement in accordance with the provisions of article IV, there shall be payable to his designated beneficiary a monthly death benefit actuarially equivalent to the participant's anticipated normal retirement benefit assuming that his age at the time of his death is fifty-five (55) if he is a Level 1 employee, or sixty-five (65) if he is a Level 2 employee, as defined in article III, section 2; said benefit shall be computed in accordance with the tables set forth in Appendix "D".
- B. Designation of a beneficiary prior to retirement may be changed by the participant in writing at any time prior to actual retirement on a form provided for that purpose. Only the last such designation of a beneficiary prior to retirement will have effect and any new designation of a beneficiary prior to retirement invalidates, supersedes, and revokes any prior designation.

(Ord. No. 4485, 7/9/86, § 1; Ord. No. 4500, 8/13/86, § 1; Ord. No. 4653, 7/13/88, § 1 (Exhibit B))

#### Section 2. Death after retirement.

Upon the death of a participant subsequent to his retirement in accordance with article IV, sections 1, 2, 3, 4, 5, or 6, a monthly death benefit shall be paid to his designated beneficiary, said benefit shall be computed in accordance with the tables set forth in Appendix "E".

(Ord. No. 4485, 7/9/86, § 1; Ord. No. 4653, 7/13/88, § 1 (Exhibit B))

Amendment note—Ord. No. 4485, 7/9/86, deleted Art. VII, sections 1, 2; Ord. No. 4500, 8/13/86, added Art. VII, section 1; subsequently, Ord. No. 4653, 7/13/88, reinstated former Art. VII, sections 1, 2 as adopted by Ord. No. 4022, 2/8/84.

Editorial note—Ord. No. 4655, 7/13/88, § 1, provided as follows:

Section 1: Ordinance No. 4022, which adopted a new retirement plan for the employees of the City of Marietta, Georgia, is hereby amended by permitting any employee that retired from the City of Marietta, Georgia prior to January 1, 1984, to be eligible to receive the death benefits which have been reinstated pursuant to Ordinance No. 4653. The rights and obligations with respect to any employee or beneficiary that has already commenced to receiving benefits for any for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such retirement plan as it existed and was in effect at the time said benefits commenced. It is hereby declared to be the specific intention of the Ordinance that no participant or beneficiary shall be eligible or entitled to receive more than one type of benefit from the City of Marietta, Georgia, by virtue of the passage of this Ordinance. Rather, it is the intention of this Ordinance to permit employees that retired prior to January 1, 1984, to be eligible for the death benefits which have been reinstated pursuant to Ordinance No. 4653 but not to provide duplicate benefits for any employee or beneficiary that has already commenced receiving benefits prior to the effective date of this Ordinance.

Section 3. Termination of employment before retirement.

- A. A participant, other than an elected or appointed member of the governing authority who is not an eligible employee, whose employment is terminated under any of the following conditions for any reason other than death, disability, or retirement shall be entitled to a vested right in his accrued retirement benefits. Payment of such vested retirement benefit shall commence on the first day of the month coinciding with or next following his normal or early retirement age at the option of the participant and shall be payable on the first day of each month thereafter during the life of the participant. The amount of each monthly retirement benefit shall be computed in the manner prescribed for normal or early retirement in Article V herein, but based upon his final average earnings and total credited service up to the participant's date of termination of employment with the city.
  - 1. A participant whose employment is terminated voluntarily or involuntarily shall be entitled to a vested benefit if he has completed a minimum of five (5) years of credited service in the plan.
  - 2. A participant whose employment is terminated voluntarily or involuntarily because he is disabled shall be entitled to a vested benefit provided he qualifies for disability retirement under the provisions of the plan within one (1) year of said termination of employment.

#### Section 4. Termination of tenure of elective office.

A participant who is an elected or appointed member of the governing authority and who is not regularly employed in the services of the city shall be entitled to a vested right if he has completed a minimum of ten years of credited service in the plan.

### ARTICLE VIII Disability Benefits

#### Section 1. Definition.

An employee will be considered disabled if unable, solely because of disease or accidental bodily injury, to work at his or her own occupation or at any reasonable occupation for which the employee is engaged, or may reasonably become engaged, fitted by education, training or experience; provided, however, that such disability shall not have been (a) self-inflicted; (b) incurred in military service; (c) incurred in the commission of a felonious enterprise; or (d) the result of the use of narcotics or drugs or habitual drunkenness. Notwithstanding the fact that an employee may initially be determined disabled, disability benefits shall terminate upon the occurrence of any events set forth in section 5.

(Ord. No. 4332, 5/14/86, § 1)

#### Section 2. Covered employee.

Only full-time employees who have completed twelve (12) months of continuous service shall be eligible for disability retirement.

#### Section 3. Application for disability retirement.

It is the responsibility of the employee to file an application for disability retirement with the secretary of the pension board within thirty (30) days of the date that the employee last worked or last received pay for the accumulated leave.

#### Section 4. Evidence of disability.

Upon receipt and acceptance for disability retirement by the pension board, the applicant must furnish such evidence of disability in writing from the applicants' physician to substantiate a claim of disability as set forth in the definition of disability established in section 1 above. The pension board may request such additional evidence as it deems necessary to substantiate a disability claim including additional examination by an independent physician of its choice. The cost of such additional examination shall be paid by the City of Marietta.

#### Section 5. Termination of disability entitlement.

A period of total disability ceases on the earliest to occur of the following:

A. The date the employee ceases to be totally disabled.

- B. The date the employee commences work at a reasonable occupation means any gainful activity for which the employee is engaged, or may reasonably become engaged, fitted by education, training or experience.
- C. The date the employee fails to furnish proof of the continuance of total disability or refuses to be examined when required.
- D. The date the employee ceases to be under the care of a physician.
- E. The date of the employee's death.

#### Section 6. Successive period of disability.

Notwithstanding the fact that an employee may initially be determined disabled, and subsequently have disability benefits terminated because of the occurrence of any event set forth in section 5, said employee may continue to be eligible for a successive period of disability benefits, if said employee is later determined disabled again as provided under this article. The purpose of the successive disabilities rule is to encourage the employee to return to full-time work by assuring if the disability occurs again due to the same or related cause soon after returning to work, the employee will not have to complete a new qualifying period in order to qualify for benefits.

#### Section 7. Definition of physician.

The term "physician" means a legally qualified physician, except that with respect to a period of total disability, or any portion thereof, during which total disability is caused by any condition other than a medically determinable physical impairment, "physician" shall mean a legally qualified physician who either specializes in the practice of psychiatric medicine or has by reason of training or experience, a specialized competency in the field of psychiatric medicine sufficient to render the necessary evaluation and treatment of mental illness. To be "legally qualified," an individual must be licensed to practice medicine as a physician under the governing law of his state, territory, or foreign country, and said license must be issued by the respective medical board. In Georgia, the physician must be licensed to practice in accordance with O.C.G.A. § 43-34-1 et. seq., as amended.

(Ord. No. 7871, 3/9/2016, § 1)

#### Section 8. Dispute and regulation interpretation.

In the event that a dispute arises concerning any entitlement or interpretation of any portion of the regulations established under this retirement ordinance, the pension board shall settle such dispute by a majority vote of the members of the board and such decisions are final and binding on all parties subject to provision for appeal and reapplication.

#### Section 9. Appeal and reapplication.

In the event that an applicant for disability retirement is dissatisfied with a decision of the pension board with respect to the employee's entitlement or eligibility for disability benefits, the applicant may reapply for eligibility no sooner than six (6) months from the receipt of the board's decision. Request for reapplication will be considered only where

evidence of medical examination indicates a change of medical condition which could influence the board's decision.

## ARTICLE IX Contributions

### Section 1. City contributions.

The city shall make the necessary contributions to fund this retirement plan. The amount of these contributions shall be based upon the mortality tables adopted by the provider, the benefits provided in the plan, and the number of participants and their respective ages, earnings and lengths of creditable service and such other factors as the provider shall deem appropriate to properly fund this plan. All contributions by the city shall be used only for the benefit of the participants and eligible beneficiaries. City contributions shall be collected monthly by the pension board and shall be remitted to the provider as required.

### Section 2. Participant contributions.

The participants shall not be required to make any contributions to the cost of this plan.

## ARTICLE X Pension Board

### Section 1. Creation.

There is hereby created in the City of Marietta a pension board which shall consist of such members elected and appointed and having such duties, functions, and powers as are hereinafter prescribed.

(Ord. No. 8262, 4/13/2022, § 1)

### Section 2. Definitions.

A. "Board" shall mean the pension board created by this article.

B. "Police and fire employees" shall mean the sworn personnel of the police and fire departments.

C. "General employees" shall mean personnel other than the sworn personnel of the police and fire departments.

D. "Council" shall mean the governing authority of the City of Marietta which shall include the mayor and members of the council.

E. In computing time required under this article, time shall be computed without exclusion of Sundays and holidays.

F. When used in this article, the male gender shall include the female and neuter genders.

G. "Nomination" shall mean either the process to select potential individuals for appointment to the Board or a formal and non-binding recommendation to the Council for appointment.

(Ord. No. 8262, 4/13/2022, § 1)

### Section 3. Functions and powers.

The pension board shall have the following duties, functions and powers:

A. In dealing with those persons participating or eligible to participate in any pension, retirement or disability program, the Board shall:

1. Handle distribution of all reports to participants.
2. Handle arbitration between the city and the participants in all matters regarding the plan.
3. Handle any notices of eligibility, benefits, available options, and any other notices required by this plan, contract or rules and regulations.
4. Decide all questions and disputes on the interpretation and eligibility of persons for payment under any pension, retirement, and disability ordinance of the City of Marietta.

B. In performance of its duties, the Board shall have the following powers:

1. Recommend to the Council the awarding of contract(s) for actuarial, and investment management and other administrative services as needed;
2. Adopt rules and regulations providing procedures for the granting of pension, retirement and disability benefits and to approve payments for such persons entitled to payment;
3. Adopt investment programs and procedures for funds held by any investment manager;
4. Adopt all documents issued by the Board;
5. Review and recommend changes in the pension, retirement and disability program;
6. When requested by the city manager, to advise the city manager on all pension, retirement, or disability payment matters; and
7. To do all other things necessary and proper to carry out the duties required of it as the pension board of the City of Marietta.

(Ord. No. 8262, 4/13/2022, § 1)



#### Section 4. Appeal and procedure.

Any person dissatisfied with any decision of the Board shall have the right to appeal the decision to the Council by delivering to the city manager a written notice within ten days of the decision complained of. The city manager shall cause the secretary of the Board, within ten days after such receipt, to provide to the clerk of the Council all documents relied upon by the Board in reaching its decision. The Council shall decide the appeal within 75 days of receipt of the appeal documents from the secretary of the Board. Should the Council fail to act within 75 days of the decision of the Board, the decision of the Board shall be affirmed. In ruling on any appeal from the Board, the decision of the Board shall be presumed correct and based upon sufficient facts to sustain it.

(Ord. No. 8262, 4/13/2022, § 1)

#### Section 5. Membership and operation.

##### A. Membership.

The Board shall consist of nine members appointed by the Council which may be selected from the following:

1. Post 1: City manager or his nominated designee, to be appointed by Council and reappointed with each successive Council. The Council shall consider, but not be bound by, nominations made by the City Manager.

2. Post 2: Council member.

3. Post 3: Council member.

4. Post 4: General employee representative.

5. Post 5: General employee representative.

6. Post 6: General employee representative.

7. Post 7: General employee representative.

8. Post 8: Police department representative.

9. Post 9: Fire department representative.

Subject to being appointed by the Council, the police chief and fire chief, or their respective designees, shall be ex officio members of the Board and shall only vote in the absence of the respective department representatives. Each chief or designee must be reappointed with each successive Council.

B. Terms. Member from Post 1 serves until the organization meeting of the following Council. Members from Posts 2 and 3 serve until the expiration of the current Committee appointment, which is through the next January Council meeting. Members from Posts 4 through 9 shall be nominated as hereinafter provided and shall begin service on January 1 for a term of three years unless serving the remainder of a term as hereinafter provided.

C. Selection of council, police department, fire department, and general employee representatives:

1. Council representatives. Two members of the Council shall serve on the Board. The two members representing Council shall be the Chairman of the Personnel/Insurance Committee and the Chairman of the Finance/Investments Committee as provided in Section 1-4-040 of City Code. If either of the chairmen is unable to serve or declines to serve for any reason, then the Vice Chairman of the applicable committee shall serve in their stead. If a vacancy still exists, then the Mayor with consent of Council shall appoint an alternate.

2. Police and fire department representatives.

a. One member of the Board shall be appointed by the Council as a representative of the police department. The senior officer in the rank of deputy police chief shall serve as the department's senior election officer, responsible for organizing and overseeing the nomination via election for the police department.

b. One member of the Board shall be appointed by the Council as a representative of the fire department. The senior officer in the rank of deputy fire chief shall serve as the department's senior election officer, responsible for organizing and overseeing the nomination via election for the fire department.

c. Nomination of police and fire department representatives. The senior election officer of each respective department shall advertise the upcoming election at least ten calendar days prior to the election, collect the names of all interested and eligible employees to be placed on the ballot, and hold the election in the month of November immediately preceding the expiration of the terms of the police and fire representatives. The names of the employees shall be placed on a ballot with space provided for write-ins. The duration of the election period will not exceed ten business days, including periods of early voting. Ballots shall be distributed to all eligible employees in the respective departments of police and fire. When used, paper ballots shall be marked in secret and returned to the senior election officer the same day they are distributed to each employee. If electronic voting is used, the method must be certified by the director of information technology as maintaining anonymity and security.

Each eligible employee will vote for one candidate and the candidate receiving a plurality of votes shall be nominated for appointment to the Board by the Council as the representative of their respective departments. In the case of only one interested and eligible employee, the chief of the department will submit the name of the nominee to the secretary of the Board as having run unopposed and shall be nominated for appointment to the Board by the Council as the representative of the department. If for any reason the duly nominated representative of the police or fire departments cannot fulfill his or her office, the city manager, having received a recommendation from the chief of the department, shall nominate a replacement for the duration of the vacated membership. The Council shall consider, but not be bound by, nominations made as a result of elections or the nominating process.

3. General employee representatives. Four members of the Board shall be appointed by the Council as representatives of the general employees. The director of human resources and risk management shall serve as the senior election officer, responsible for organizing and overseeing the nomination via election for the general employees.

4. Nomination of general employee representatives. The senior election officer shall advertise the upcoming election at least ten calendar days prior to the election, collect the names of all interested and eligible employees to be placed on the ballot, and hold the election in the month of November immediately preceding the end of the current member's term. The names of such employees shall be placed on a ballot with space provided for write-ins. The duration of the election period will not exceed ten business days, including periods of early voting. Ballots shall be distributed to all eligible general employees. When used, paper ballots shall be marked in secret and returned to the senior election officer the same day they are distributed to each employee. If electronic voting is used, the method must be certified by the director of information technology as maintaining anonymity and security. Each employee will vote for as many candidates as there are representative seats of the general employees set to expire at the end of the year. The candidate(s) receiving the highest plurality of votes for such seats shall be nominated for appointment to the Board by the Council as the representative(s) of the general employees. In the case of only one interested and eligible employee per post, the senior election officer will submit the name(s) of the nominee(s) to the secretary of the Board as having run unopposed and shall be nominated for appointment to the Board by the Council as the representative(s) of the general employees. If for any reason a duly nominated representative of the general employees cannot fulfill his or her office, the city manager, in consultation with the senior election officer, shall nominate a replacement for the duration of the vacated membership. The Council shall consider, but not be bound by, nominations made as a result of elections or the nominating process.

5. Notwithstanding anything contained herein, no person shall serve as a member of the Board without having been appointed by the Council.

#### D. Officers and Duties.

1. The Board shall select a chairperson through a majority vote for a one-year term. The chairperson shall preside at meetings of the board, cast a vote on any issue, call meetings as may be necessary, and do all things necessary to carry on the orderly affairs of the board.

2. After a majority vote, the Board shall designate, in writing, a secretary or other representative who shall have full authority to represent the Board in all communications with any provider and the city's employees, including elected and appointed members of the governing authority. The secretary shall keep accurate minutes of all meetings of the Board, recording those voting for and against any issue. Minutes shall be distributed to each member of the Board, to the Council, and shall be posted either online or in a prominent place(s) within the City Government Complex. The position of secretary is an ex officio, non-voting position. Accordingly, this position does not need to be appointed by Council. Unless the Board acts otherwise, the director of human resources and risk management will serve as the secretary.

3. After a majority vote, the board shall designate, in writing, a treasurer or other representative who shall be responsible for releasing funds to settle all debts, payments, and obligations of the Board. The treasurer may also serve as a signature authority on any bank account maintained by the Board. The position of treasurer is an ex officio, non-voting position. Accordingly, this position does not need to be appointed by Council. Unless the board acts otherwise, the director of finance will serve as the treasurer.

4. The Board may select such other officers as it deems necessary through a majority vote.

5. The City Manager or his designee, or alternatively, those other members the City Manager designates in writing (not to exceed three members) to approve applications, shall have authority to approve pension, retirement, and disability payments until the next regular meeting of the Board.

E. Legal assistance. The city attorney or other attorney appointed by the governing authority shall furnish legal advice to the Board on any issue before it upon which legal advice is sought.

F. Meetings. The Board shall meet at least quarterly. Five members of the board (including the chairman) shall constitute a quorum.

G. Rules of procedure. The Board shall have the authority to promulgate rules and regulations for its internal operation, as well as the approval of payments within its jurisdiction.

H. Education. As mandated by Georgia law, each Council-appointed Board member (including ex officio), or officer or staff member as designated by the Board, shall complete appropriate education applicable to his or her fiduciary duties and obligations under the plan.

1. Applicable education shall include education and training in the following areas:

a. Laws applicable to public retirement systems, which may include federal and state laws applicable to specific public retirement systems, laws applicable to public retirement system trustees, the applicable common law duties of trustees listed in Title 53 of the Georgia Code, and laws related to open meetings and open records;

b. Roles, duties, and responsibilities of public retirement system trustees;

c. Ethics and conflicts of interest;

d. Governance, administration, and funding of public retirement systems;

e. Investments; investment management, portfolios, and strategies; and measurements of performance; and

f. Audit and actuarial principles and methods related to public retirement systems.

2. Applicable education may include:

a. Seminars, conferences, or schools sponsored by educational institutions or professional organizations;

b. Online continuing education coursework;

c. Continuing education received at any public retirement system meeting; or

d. Any other continuing education approved by the Board.

3. The secretary shall maintain a record of each member's applicable trustee education and provide a report to the Board and Council on an annual

basis. Each member or designated officer or staff member first appointed or elected on or after July 1, 2019, shall complete a minimum of eight hours of education designed to orient new public retirement system trustees in the areas described in this Section within one year of becoming a new trustee. If a member from Posts 1 through 9 or one of the chiefs of public safety or their respective designees fails to complete such requirement within 14 months, such member shall be deemed removed from his or her position as trustee by operation of State law (currently O.C.G.A. 47-1-17 and as later amended) and shall be removed without any further action, and the Council shall appoint a new member in accordance with this Section. Each appointed member or designated officer or staff member who was appointed or elected prior to July 1, 2019, or who has served one or more years as a public retirement system trustee shall complete a minimum of 12 hours of continuing education every two years in the areas described in this Section. If a member from Posts 1 through 9 or one of the chiefs of public safety or their respective designees fails to complete such requirement within 26 months, such member shall be deemed removed from his or her position as trustee by operation of State law (currently O.C.G.A. 47-1-17 and as later amended) and shall be removed without any further action, and the Council shall appoint a new member in accordance with this Section.

(Ord. No. 5923, 11/11/98, § 1; Ord. No. 7103, 10/10/2007, § 1; Ord. No. 7191, 6/11/2008, § 1; Ord. No. 7379, 9/9/2009, § 1, Ord. No. 7871, 3/9/2016, § 1; Ord. No. 7893, 6/8/2016, § 1; Ord. No. 8078, 2/13/2019, § 1; Ord. No. 8118, 10/10/2019, § 1; Ord. No. 8233, 10/13/2021, § 1; Ord. No. 8262, 4/13/2022, § 1)

## ARTICLE XI Amendment and Termination

### Section 1. Amendment of the plan.

The governing authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of the plan following the review and recommendation by the pension board; provided, however, that no such amendment shall:

- A. Reduce the accrued benefits of any participant or beneficiary, or
- B. Authorize or permit any part of the trust fund held by the provider to be diverted to purposes other than for the exclusive benefit of participants and their beneficiaries, and
- C. No amendment shall operate to deprive any participant or beneficiary of any rights or benefits irrevocably vested in him under the plan prior to such amendment except that the governing authority may make any and all changes and modifications necessary to qualify the plan or to keep the plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto.

## Section 2. Termination of the plan.

- A. The city expects the plan to be continued indefinitely but, of necessity, reserves the right to terminate the plan and contributions thereunder at any time by action of the governing authority. Upon receipt of written notice from the governing authority of termination of the plan, the provider shall prepare a list of all participants showing for each, as of the date of plan termination, the following:
  - 1. For each retired participant and beneficiary receiving payment of benefits, the amount and terms of payment of such benefits.
  - 2. For each terminated participant entitled to a deferred benefit, the amount, commencement date, and terms of payment of such benefit.
  - 3. For each active participant the amount of his accrued benefit.
- B. The provider shall arrange for the liquidation of all assets held in the trust fund maintained in connection with the plan and shall prepare a statement of the liquidated value of such assets. The governing authority, in its sole discretion, may direct the provider to purchase from an insurance company an annuity contract or contracts which provide the benefits to which each participant or beneficiary is entitled or to pay a lump sum to each participant or beneficiary, such lump sum amount to be actuarial equivalent of the benefit to which such participant or beneficiary is entitled.
- C. The provider shall then deduct from the assets total remaining expenses incurred or to be incurred by the provider in behalf of the plan. The provider shall except as otherwise provided in this section 2 then allocate the remaining assets for distribution in accordance with the classes listed below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining plan assets would be insufficient to provide the accrued benefits for the class in question, the remaining assets would be applied on a pro rata basis within that class, and all subsequent classes would receive no benefit.
  - Class 1—Retired participants or beneficiaries who are receiving payments on the termination date.
  - Class 2—Participants delaying retirement.
  - Class 3—Participants eligible for early retirement.
  - Class 4—Former employees who are terminated participants.
  - Class 5—All other participants on a pro rata basis.
- D. Upon distribution of the assets as specified above, the plan shall be regarded as terminated and no participant or beneficiary shall have any further rights or claim therein.
- E. The city hereby terminates the 4022 plan for general employees and any contributions thereunder as there are no employees actively at work currently remaining under the plan. All employees covered by the 4022 plan are in the public safety portion of the plan, and that portion of the plan and any contributions thereunder remains in full force and effect. The city shall notify the provider with

written notice that the 4022 plan for general employees has been terminated. The employees shall have no further rights or claim to the 4022 plan for general employees.

(Ord. No. 6064, 11/10/1999, § 1)

## ARTICLE XII Miscellaneous

### Section 1. Construction.

- A. In the construction of the plan all masculine shall include the feminine and the singular the plural in all cases where such meanings would be appropriate.
- B. The plan shall be construed in accordance with the laws of the State of Georgia.
- C. In the event that any section, subsection, sentence, clause or phrase of this agreement 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 agreement, 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 agreement or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

### Section 2. Non-alienation of benefits.

None of the benefits, payments, proceeds, or distributions payable under the plan shall be subject to the claim of any creditor of any participant or to the claim of any creditor of any beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such participant or beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any participant or beneficiary, and neither any such participant or beneficiary shall have any right to alienate, commute, anticipate, transfer, encumber, pledge or assign any of the benefits, payments proceeds, or distributions under the plan. If any participant or beneficiary shall become bankrupt or attempt to anticipate, assign or pledge any benefits, then such benefits shall, in the discretion of the pension board, cease, and in that event the pension board shall have authority to cause the same, or any part thereof, to be held or applied to or for the benefit of such member, his spouse, his children, or other dependents, or any of them, in such manner and in such proportion as the pension board may think proper.

### Section 3. Legally incompetent.

Any participant or beneficiary receiving or claiming benefits under the plan shall be conclusively presumed to be mentally competent and of age until the pension board receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of his estate has been appointed. In the event that the pension board finds that any person



to whom a benefit is payable under the plan is unable to properly care for his affairs, or is a minor, then any payment due (unless a prior claim therefor shall have been made by a duly appointed legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the pension board to have incurred expense for such person otherwise entitled to payment. In the event a guardian of the estate of any person receiving or claiming benefits under the plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian provided that proper proof of appointment is furnished in a form and manner suitable to the pension board. Any payment so made shall be a complete discharge of liability therefor under the plan.

#### Section 4. Benefits supported only by trust fund.

Any person having any claim under the plan will look solely to the assets of the trust fund for satisfaction. In no event will the city, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the plan.

#### Section 5. Discrimination.

The city, through the pension board, shall administer the plan in a uniform and consistent manner with respect to all participants and shall not permit discrimination in favor of supervisory or highly paid employees, elected or appointed members of the governing authority, the chief legal officer or any associate legal officer of the city, or any municipal officer elected or appointed to preside over the court of said city.

#### Section 6. Limitation of liability; legal actions.

- A. It is expressly understood and agreed by each employee who becomes a participant hereunder that, except for its or their willful neglect or fraud, neither the city, the pension board, nor the provider shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection with the plan or its operation, and each such participant hereby releases the city, all its employees and agents, the pension board, and the provider from any and all liability or obligation.
- B. To any action or proceeding involving any rights under the plan or the proper administration thereof, the city and the pension board shall be the only necessary parties and no participant, or his beneficiary, or any other persons having or claiming to have an interest in the plan shall be entitled to any notice or process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the plan.

#### Section 7. Claims.

Any payment to a participant, or beneficiary, or to their legal representatives, in accordance with the provisions of the plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the pension board or the city, either of which may require such participant, beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the pension board or the city, as the case may be.

## Section 8. Application for benefits.

Any provision in the plan to the contrary notwithstanding, benefits may become payable only after the participant, beneficiary, or their legal representative, whichever is applicable, has made written application therefor to the pension board. Benefits for which no such application has been made within three (3) years following the date of entitlement to such benefits shall be forfeited. In no event shall any forfeitures be applied to increase the benefits any participant or beneficiary would otherwise receive under this plan.

## Section 9. Forfeiture for certain crimes.

A. Participation in the Plan for any Employee in service on July 1, 1985, who is convicted of a public employment related crime (as defined in O.C.G.A. 47-1-20) on or after July 1, 1985, in the capacity of an Employee, shall terminate on the date of final conviction in accordance with O.C.G.A. 47-1-21.

B. Benefits under this Plan for any Employee hired or re-hired after July 1, 1985, who is convicted of a public employment related crime in his or her capacity as an Employee (as provided in O.C.G.A. 47-1-22), including any survivor's benefits if applicable, shall be reduced by an amount equal to three times the economic impact of the crime, upon final conviction. Payment of such benefits shall cease until such amount has been forfeited, after which benefits shall be restored. If the person has not begun to receive a benefit, the deduction shall commence at the time such benefits would normally begin. For purposes of this subsection, the term "benefits" shall not include a refund of employee contributions without interest.

C. Except as otherwise provided in this subsection, any Employee hired or re-hired after July 1, 1990, who is not vested under the Plan and who is convicted of a drug related crime (as defined in O.C.G.A. 47-1-20) shall forfeit all rights and benefits under and membership in the Plan, effective on the date of final conviction. Any employee contributions made by any such Employee shall be reimbursed, without interest, to the Employee within 60 days after the date of final conviction for the commission of the drug related crime. If an Employee who is vested under the Plan commits a drug related crime, such employee's active membership in the Plan shall terminate on the date of final conviction.

D. Nothing in this section shall be construed to create a right for the Employee who is charged with the commission of a public employment or drug related crime to accrue rights or benefits under this Plan after the date the Employee ceases to be a member of the Plan.

E. Within 30 days following the day the Pension Board receives notice that a member of the retirement system has a final conviction for a public employment related crime, the Pension Board shall initiate proceedings in the Office of State Administrative Hearings, under the provisions of O.C.G.A. 47-1-25 and O.C.G.A. 50-2-13, to determine the economic impact of the employment related crime. The State Department of Law shall represent the Pension Board in such proceedings. The decision of the

administrative law judge shall be final unless appeal is made as otherwise provided by law.

F. For purposes of this Section 9, a final conviction does not include circumstances under which a first offender is exonerated from guilt and discharged as a matter of law after successful completion of sentencing.

G. Notwithstanding any provision of this Section 9 to the contrary and to the extent permitted by applicable law, with respect to Employees hired or re-hired after July 1, 1985, who committed a public employment related crime before July 1, 2008, the City reserves the right to require forfeiture of all rights and benefits under the Plan in accordance with the provisions of O.C.G.A. Section 47-1-22(b) in effect prior to July 1, 2008.

(Ord. No. 7965, 6/14/2017, § 1)

#### Section 10. Errors in computation of benefits.

Any overpayments or underpayments from the trust fund to a retired participant or to a beneficiary caused by errors of computation shall be adjusted with interest at the rate of five percent (5%) per year compounded annually. Overpayments shall be charged against retirement payments next succeeding the correction. Underpayments shall be made up from the trust fund.

#### Section 11. Service in the Armed Forces.

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

(Ord. No. 6340, 12/12/2001, § 5)

ARTICLE XIII  
Repealer Clause

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

In Witness Whereof, the City has caused its Seal and the Signatures of its authorized officers to be affixed this 8th day of February, 1984.

CITY OF MARIETTA, GEORGIA

APPROVED:

/s/ \_\_\_\_\_  
Mayor and Council

DATE: February 8, 1984

ATTEST:

/s/Barbara M. Goscha  
City Clerk

ARTICLE XIV  
Maximum Benefits <sup>[4]</sup>

Section 14.01. General rule.

The annual benefit payable under this plan to a participant at any time shall not exceed the maximum permissible amount. "Maximum permissible amount" shall mean \$90,000.00 (\$160,000.00, effective for limitation years beginning on and after January 1, 2002), as adjusted by the Secretary of the Treasury for each calendar year, with the new limitation to apply to limitation years ending within the calendar year of the date of the adjustment (the "dollar limitation").

Section 14.02. Reduction for less than ten years of participation or employment.

If the annual benefit commences when the participant has less than ten years of participation in this plan or any predecessor plan to this plan, the dollar limitation shall be reduced by one-tenth for each year less than ten, but in no event shall be less than one-tenth of the unreduced dollar limitation.

Section 14.03. Adjustment if the annual benefit commences before age 62 or after age 65.

If the payment of benefits under this plan commences before age 62 or after age 65, the dollar limitation shall be adjusted as provided in this section 14.03.

Generally, the age-adjusted dollar limitation is the actuarial equivalent of the dollar limitation payable at age 62 or age 65, as calculated under (i) or (ii) following, whichever is applicable:

- (i) If the age at which the benefit is payable is less than 62: First, reduce the dollar limitation using the interest rate and mortality table, or tabular factors, as applicable, which are set forth in the plan for the reduction of benefits for early retirement benefits under the plan. Second, reduce the dollar limitation using 5 percent interest and the applicable mortality table. Use the lesser of the amounts determined under the two preceding sentences as the age-adjusted dollar limitation under this paragraph (i). For limitation years beginning before January 1, 2002, nothing in this paragraph shall reduce the applicable dollar limitation below \$75,000.00 if the annual benefit begins at or after age 55. Also for limitation years beginning before January 1, 2002, if the annual benefit begins before age 55, nothing in this paragraph shall reduce the dollar limitation below the actuarial equivalent of the \$75,000.00 limitation for age 55.

Notwithstanding the preceding paragraph, if a participant is a "qualified participant" (e.g., certain police and firefighters) as defined under Code Section 415(b)(2)(G), such participant may retire before age sixty-two (62), without a reduction in the dollar limitation if at least fifteen (15) years of service is required to receive a full benefit under the plan.

- (ii) If the age at which the benefit is payable is greater than age 65: The age-adjusted dollar limitation is determined by increasing the dollar limitation on an actuarially equivalent basis. The increased age-adjusted dollar limitation shall be the lesser of the equivalent amount computed using the interest rate and mortality table set forth in Appendix F that is used for actuarial equivalence for delayed retirement benefit under the plan and the equivalent amount computed using 5 percent interest and the applicable mortality table.

#### Section 14.04. Special rules.

- (a) All plans a single plan. For purposes of the maximum limitations of this article, all defined benefit plans maintained by the employer shall be considered as a single defined benefit plan, and all defined contribution plans maintained by the employer shall be considered a single defined contribution plan.
- (b) Combined plan limitations. If the employer maintains, or has any time maintained, one or more qualified defined contribution plans covering any participant in this plan, the sum of the participant's defined contribution fraction and defined benefit fraction shall not exceed 1.0 in any limitation year, and the annual benefit otherwise payable to the participant under this plan, and not the defined contribution plan, shall be frozen or reduced to the extent necessary so that the sum of such fractions shall not exceed 1.0. The combined plan limitation described in the preceding sentence shall not apply for any plan year beginning on or after January 1, 2000.
- (c) Total annual benefits not in excess of \$10,000.00. Notwithstanding anything contained herein to the contrary, the annual benefit payable to a participant shall not be deemed to exceed the limits of this article XIV if the annual benefit payable to the participant under this plan and all other defined benefit plans maintained by the employer does not exceed \$10,000.00 for the plan year or any prior plan year, and

the employer has not at any time maintained a defined contribution plan in which the participant participated.

- (d) Exceptions for disability or survivors' benefits. Notwithstanding anything contained herein to the contrary, the adjustment prescribed by section 14.03(i) for benefits that commence before age 62, and the reduction described in section 14.02 for fewer than ten (10) years of participation shall not apply to any benefit paid from this plan on account of a participant's becoming disabled by reason of personal injuries or sickness, or amounts received by a beneficiary as a result of the participant's death. This paragraph shall be interpreted in accordance with Code Section 415(b)(2)(I) and any regulations thereunder.
- (e) Periods prior to 1995. For limitation years beginning before January 1, 1995, the limitations prescribed by Section 415 of the Code, to the extent that they apply to governmental plans, are incorporated herein by reference as of the latest date by which such provisions (if the effective date is elective) may be applied.

#### Section 14.05. Definitions.

For purposes of this article XIV, the following definitions shall apply:

- (a) Annual additions means the sum of the following amounts credited to a participant's account under a defined contribution plan for the limitation year:
  - (i) Employer contributions;
  - (ii) Forfeitures;
  - (iii) Nondeductible employee contributions; provided, however, that the annual addition for any limitation year beginning before January 1, 1987, shall not be recomputed to treat nondeductible employee contributions as an annual addition; and
  - (iv) Amounts described in Code Sections 415(l)(1) and 419A(d)(2).
- (b) Annual benefit means a retirement benefit under the plan which is payable annually in the form of a straight life annuity. If a participant's benefit is payable in a non-annuity benefit form, whether as the normal form of benefit or as an optional form which the participant or his beneficiary elects, the non-annuity benefit form is adjusted to an annual benefit as described below. No actuarial adjustment to the non-annuity benefit form is required for (i) the value of a qualified joint and survivor annuity; (ii) the value of benefits that are not directly related to retirement benefits (such as a disability benefit, pre-retirement death benefits, and post-retirement medical benefits); or (iii) the value of post-retirement cost-of-living increases made in accordance with Treasury Regulations.

To convert a non-annuity benefit form to an annual benefit (i.e., a straight life annuity), first convert the non-annuity benefit form to a straight life annuity using the interest rate and mortality table, or tabular factors, as applicable, which are specified in the plan for the non-annuity benefit form. Second, convert the non-annuity benefit form to an annual benefit using a 5 percent interest rate and the

applicable mortality table. The greater of the amounts determined under the two preceding sentences is the equivalent annual benefit.

- (c) Applicable mortality table is the table prescribed by the Secretary of the Treasury in Revenue Ruling 95-6 or any successor thereto which prescribes the mortality table to be applied pursuant to Code Section 415(b)(2)(E)(v). To the extent that a forfeiture does not occur upon death, the mortality decrement may be ignored prior to age 62 and must be ignored after Social Security retirement age, as prescribed by IRS Notice 83-10, Q&A G-3 and Q&A G-4, or any successor thereto.
- (d) Compensation means the participant's earned income within the meaning of Treasury Regulation Section 1.415-2(d), as limited by Code Section 401(a)(17) and subject, for Limitation Years beginning prior to January 1, 1997, to the family aggregation rules described in article II, section 24, the definition of "earnings".
- (e) Defined benefit fraction means a fraction, the numerator of which is the sum of the participant's projected annual benefits under all the defined benefit plans (whether or not terminated) maintained by the employer, and the denominator of which is the lesser of (i) 125 percent of the dollar limitation in effect for the limitation year under Code Section 415(b)(1)(A); or (ii) 140 percent of the participant's highest average compensation. Notwithstanding the foregoing, if the participant was a participant in a plan maintained by the employer and in existence on July 1, 1982, the denominator of this fraction shall not be less than 125 percent of the sum of the annual benefits under such plans which the participant had accrued as of the end of the last limitation year beginning before January 1, 1983, but determined without regard to changes in the plan or cost-of-living increases occurring after July 1, 1982. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of Code Section 415 for all limitation years beginning before January 1, 1983.
- (f) Defined contribution fraction means a fraction, the numerator of which is the sum of the annual additions to the participant's account under all the defined contribution plans (whether or not terminated) maintained by the employer for the current and all prior limitation years, and the denominator of which is the sum of the maximum aggregate amounts for the current and all prior limitation years of employment with the employer (regardless of whether a defined contribution plan was maintained by the employer).

The maximum aggregate amount in any limitation year is the lesser of (i) 125 percent of the dollar limitation in effect under Code Section 415(c)(1)(A); or (ii) 35 percent of the participant's compensation for such year.

If the employee was a participant in one or more defined contribution plans maintained by the employer which were in existence on July 1, 1982, the numerator of this fraction shall be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed 1.0 under the terms of this plan. Under the adjustment, an amount equal to the product of (1) the excess of the

sum of the fractions over 1.0 times and (2) the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last limitation year beginning before January 1, 1983.

- (g) Employer means the City of Marietta, Georgia, or the Marietta Board of Lights and Water.
- (h) Limitation year means the plan year.
- (i) Non-annuity benefit form means a benefit, whether a normal form or an optional form, which is not payable in a straight life annuity for the life of the participant.
- (j) Projected annual benefit means the annual benefit to which the participant would be entitled under the terms of the plan assuming (i) the participant will continue employment until normal retirement age under the plan (or current age, if later), and (ii) the participant's compensation for the current limitation year and all other relevant factors used to determine benefits under the plan will remain constant for all future limitation years.



## Appendix "A"

The amount of the monthly retirement benefit for service rendered as an eligible employee of the city for purposes of article V, section 1a.2(b) shall be determined as one-twelfth (1/12th) of the sum of (1) and (2) below.

1. Past service—One and one-tenth percent (1.1%) of the final average earnings up to the amount of covered compensation applicable to the participant, plus 2.1% (for participants who terminate active service prior to the effective date of this change, the benefit percentage will remain 2%) of final average earnings in excess of the covered compensation applicable to the participant, multiplied by the total years of credited past service.
2. Future service—One and one-tenth percent (1.1%) of the final average earnings up to the amount of covered compensation applicable to the participant, plus 2.1% (for participants who terminate active service prior to the effective date of this change, the benefit percentage will remain 2%) of final average earnings in excess of the covered compensation applicable to the participant, multiplied by the total years of credited future service plus credit granted pursuant to article II, section 45.

Applicable covered compensation as used in (1) and (2) above shall be determined as follows: For participants who retire or terminate vested in a plan year, covered compensation will be based on that participant's year of attaining normal retirement age.

For purposes of an example only, the following tables are attached hereto as an illustration of the covered compensation tables that will be prepared by the provider or the actuary whichever is directed to do so by the pension board. There will be two tables prepared. In the examples, Table A will be used for Level I employees and Table B will be used for Level II employees. As noted in the new definition of covered compensation, these tables will be updated annually and the tables attached to this ordinance are for purposes of illustration only. If a participant retires or terminates vested in a plan year, you will first determine the year that the participant retires or terminates vested. You will then determine the participant's year of birth which will relate to the year the participant would reach normal retirement age.

### Level I example:

Using Table "A" that is provided as an illustration, if a Level I participant retires in 1985 and was born in 1939 and therefore will reach age 55 in 1994, the applicable covered compensation would be \$20,436. This example is applicable to a Level I participant that retires, early retires or terminates vested.

### Level II example:

Using Table "B" that is provided as an illustration, if a Level II participant has terminated vested in 1984 and was born in 1931, the applicable covered compensation would be \$21,852.

(Ord. No. 4624, 3/9/88, § 1; Ord. No. 6339, 12/12/2001, §§ 3, 4)

Amendment note—Ord. No. 4624, Adopted March 9, 1988, amended App. A in its entirety as herein set out.

Table "A"

		For Calculations Done In:			
Year of Birth	Year Participant Reaches Age 55	1984	1985	1986	1987
1929	1984	\$12,840			
1930	1985	13,800	\$13,800		
1931	1986	14,688	14,760	\$14,760	
1932	1987	15,516	15,648	15,732	\$15,732
1933	1988	16,284	16,464	16,632	16,692
1934	1989	17,004	17,244	17,484	17,604
1935	1900	17,676	17,964	18,276	18,444
1936	1991	18,300	18,636	19,008	19,236
1937	1992	18,888	19,272	19,704	19,980
1938	1993	19,452	19,872	20,364	20,688
1939	1994	19,968	20,436	20,988	21,348
1940	1995	20,916	21,432	22,044	22,452
1941	1996	21,852	22,428	23,112	23,568
1942	1997	22,800	23,412	24,168	24,684
1943	1998	23,748	24,408	26,236	25,800
1944	1999	24,684	25,404	26,292	26,916

1945	2000	25,632	26,400	27,360	28,032
1946	2001	26,568	27,396	28,428	29,148
1947	2002	27,468	28,332	29,436	30,204
1948	2003	28,356	29,280	30,444	31,272
1949	2004	29,208	30,192	31,428	32,292
1950	2005	30,072	31,092	32,400	33,324
1951	2006	30,924	32,004	33,372	34,356
1952	2007	31,788	32,916	34,356	35,388
1953	2008	32,604	33,792	35,292	36,372
1954	2009	33,372	34,608	36,192	37,320
1955	2010	34,080	35,364	37,008	38,196
1956	2011	34,752	36,096	37,812	39,048
1957	2012	35,400	36,792	38,568	39,852
1958	2013	36,012	37,452	39,300	40,632
1959	2014	36,588	38,076	39,996	41,388
1960	2015	37,008	38,556	40,536	41,976
1961	2016	37,344	38,940	41,004	42,492
1962	2017	37,584	39,228	41,352	42,900
1963	2018	37,740	39,432	41,628	43,224
1964	2019	37,800	39,540	41,808	43,452

1965	2020		39,600	41,928	43,630
1966	2021			42,000	43,740
1967					48,800

Table "B"  
RETIREMENT PLAN  
COVERED COMPENSATION TABLES

	For Calculations Done In:				
Year of Birth	1984	1984	1985	1986	1987
1919	\$12,840				
1920	13,800	\$13,800			
1921	14,688	14,760	\$14,760		
1922	15,516	15,648	15,732	\$15,732	
1923	16,284	16,464	16,632	16,692	\$16,692
1924	17,004	17,244	17,484	17,604	17,640
1925	17,676	17,964	18,276	18,444	18,528
1926	18,300	18,636	19,008	19,236	19,356
1927	18,888	19,272	19,704	19,980	20,124
1928	19,452	19,872	20,364	20,688	20,856
1929	19,968	20,436	20,988	21,348	21,552
1930	20,916	21,432	22,044	22,452	22,692

1931	21,852	22,428	23,112	23,568	23,844
1932	22,800	23,412	24,168	24,684	24,996
1933	23,748	24,408	25,236	25,800	26,148
1934	24,684	25,404	26,292	26,916	27,288
1935	25,632	26,400	27,360	28,032	28,440
1936	26,568	27,396	28,428	29,148	29,592
1937	27,468	28,332	29,436	30,204	30,684
1938	29,356	29,280	30,444	31,272	31,788
1939	29,208	30,192	31,428	32,292	32,844
1940	30,072	31,092	32,400	33,324	33,912
1941	30,924	32,004	33,372	34,356	34,968
1942	31,788	32,916	34,356	35,388	36,036
1943	32,604	33,792	35,292	36,372	37,068
1944	33,372	34,608	36,192	37,320	38,040
1945	34,080	35,364	37,008	38,196	38,952
1946	34,752	36,096	37,812	39,048	39,828
1947	35,400	36,792	38,568	39,852	40,680
1948	36,012	37,452	39,300	40,632	41,496
1949	36,588	38,076	39,996	41,388	42,276
1950	37,008	38,556	40,536	41,976	42,900

1951	37,344	38,940	41,004	42,492	43,452
1952	37,584	39,228	41,352	42,900	43,884
1953	37,740	39,432	41,628	43,224	44,244
1954	37,800	39,540	41,808	43,452	44,520
1955		39,600	41,928	43,620	44,724
1956	42,000	43,740	44,880		
1957				43,800	44,964
1958					45,000
or later					

PIA AMOUNTS ARE COMPUTED USING - ZERO FUTURE EARNINGS - 0.0% CPI AFTER 1984 - 1984.0 SOCIAL SECURITY LAW - .005 DELTA IN EARNINGS INDEX						SOCIAL SECURITY ACCRUED AT CURRENT AGE [ASSUMED PAYABLE AT AGE 65] MONTHLY SALARY IN 1984					ACCD ZERO .5 N/A 65 PAGE 75 TABLE 1 OF 2 SALARY SCALE N/A			
DYB	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500
1919	157	235	263	291	319	346	374	402	430	458	486	514	542	569
1920	151	226	256	282	309	336	363	390	416	443	470	497	524	550
1921	152	228	261	288	315	342	369	396	423	450	477	504	531	558
1922	154	231	264	292	319	347	374	401	429	456	484	511	538	566

1923	154	231	264	292	319	346	374	401	428	455	483	510	537	565
1924	153	230	264	291	318	346	373	400	428	455	482	509	537	564
1925	153	230	264	291	318	345	372	400	427	454	481	508	536	563
1926	153	229	263	291	318	345	372	399	426	453	480	508	535	562
1927	152	228	263	290	317	344	371	399	426	453	480	507	534	561
1928	148	222	260	286	313	339	365	391	418	444	470	496	523	549
1929	144	215	257	283	308	334	359	385	410	436	461	487	512	538
1930	140	209	254	279	304	329	353	378	403	428	453	477	502	527
1931	136	203	251	275	299	324	348	372	396	420	444	468	492	516
1932	131	197	248	272	295	318	342	365	389	412	435	459	482	505
1933	127	191	245	268	291	313	336	359	381	404	427	449	472	494
1934	123	185	243	264	286	308	330	352	374	396	418	440	462	484
1935	119	179	238	261	282	303	324	346	367	388	409	430	451	473
1936	115	173	230	257	278	298	318	339	359	380	400	421	441	462
1937	111	166	222	253	273	293	313	332	352	372	391	411	431	450
1938	107	160	213	250	269	288	307	326	345	364	382	401	420	439
1939	103	154	205	246	264	282	301	319	337	355	374	392	410	428
1940	98	147	197	242	260	277	295	312	330	347	365	382	399	417
1941	94	141	188	235	255	272	289	305	322	339	355	372	389	406
1942	90	135	180	224	251	267	283	299	314	330	346	362	378	384

1943	86	128	171	214	246	261	276	292	307	322	337	352	368	383
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PIA AMOUNTS ARE COMPUTED USING - ZERO FUTURE EARNINGS - 0.0% CPI AFTER 1984 - 1984.0 SOCIAL SECURITY LAW - .005 DELTA IN EARNINGS INDEX						SOCIAL SECURITY ACCRUED AT CURRENT AGE [ASSUMED PAYABLE AT AGE 65] MONTHLY SALARY IN 1984					ACCD ZERO .5 N/A 65 PAGE 75 TABLE 1 OF 2 SALARY SCALE N/A			
DYB	1600	1700	1800	1900	2000	2100	2200	2300	2400	2500	2600	2700	2800	2900
1919	596	623	647	661	668	674	679	684	688	691	694	697	700	702
1920	576	601	624	642	649	654	659	664	667	669	672	675	677	679
1921	584	610	632	650	661	666	671	675	678	680	683	685	688	689
1922	592	618	640	657	671	676	680	685	687	690	692	694	696	698
1923	591	616	639	655	668	674	679	683	685	688	690	692	694	696
1924	590	615	637	653	666	673	677	681	684	686	688	690	692	694
1925	589	614	635	651	663	671	676	680	682	684	686	688	690	692
1926	588	612	633	648	660	669	674	678	680	682	684	686	688	689
1927	586	611	631	645	656	665	672	676	678	680	682	684	686	687
1928	574	597	617	631	642	650	658	666	670	673	675	677	678	679
1929	562	585	603	617	628	636	644	651	656	660	664	668	671	672
1930	550	572	590	603	613	622	630	637	641	646	650	654	657	660
1931	539	560	578	590	600	608	616	624	628	632	636	641	644	646
1932	527	548	565	577	587	596	604	611	615	620	624	628	631	634



1933	516	536	552	565	575	583	591	599	603	607	611	615	619	621
1934	504	523	539	551	561	569	577	584	589	593	597	601	604	607
1935	492	511	526	538	547	556	564	571	576	580	584	588	591	594
1936	481	498	513	525	535	543	551	558	563	567	571	575	579	581
1937	469	486	501	512	522	530	538	546	550	554	558	561	566	568
1938	457	473	487	498	508	516	525	532	536	540	545	549	552	555
1939	445	460	474	485	495	503	511	519	523	527	531	536	539	541
1940	433	448	461	472	482	490	498	506	510	514	518	523	526	528
1941	421	435	449	460	470	478	486	493	498	502	506	510	513	516
1942	409	423	436	448	458	466	474	481	486	490	494	498	501	504
1943	397	412	425	436	446	454	462	470	474	478	482	486	490	492

PIA AMOUNTS ARE COMPUTED USING - ZERO FUTURE EARNINGS - 0.0% CPI AFTER 1984 - 1984.0 SOCIAL SECURITY LAW - .005 DELTA IN EARNINGS INDEX						SOCIAL SECURITY ACCRUED AT CURRENT AGE [ASSUMED PAYABLE AT AGE 65] MONTHLY SALARY IN 1984					ACCD ZERO .5 N/A 65 PAGE 75 TABLE 1 OF 2 SALARY SCALE N/A			
DYB	3000	3100	3200	3300	3400	3500	3600	3700	3800	3900	4000	4100	4200	4300
1919	703	703	704	704	704	704	704	704	704	704	704	704	704	704
1920	680	681	681	681	681	681	681	681	681	681	681	681	681	681
1921	690	691	691	691	691	691	691	691	691	691	691	691	691	691
1922	699	699	699	699	699	699	699	699	699	699	699	699	699	699

1923	697	697	697	697	697	697	697	697	697	697	697	697	697	697
1924	694	695	695	695	695	695	695	695	695	695	695	695	695	695
1925	692	693	693	693	693	693	693	693	693	693	693	693	693	693
1926	690	690	691	691	691	691	691	691	691	691	691	691	691	691
1927	688	688	688	688	688	688	688	688	688	688	688	688	688	688
1928	680	681	681	681	681	681	681	681	681	681	681	681	681	681
1929	673	673	674	674	674	674	674	674	674	674	674	674	674	674
1930	661	662	662	662	662	662	662	662	662	662	662	662	662	662
1931	648	649	649	649	649	649	649	649	649	649	649	649	649	649
1932	635	636	636	636	636	636	636	636	636	636	636	636	636	636
1933	623	623	624	624	624	624	624	624	624	624	624	624	624	624
1934	609	609	610	610	610	610	610	610	610	610	610	610	610	610
1935	595	596	596	596	596	596	596	596	596	596	596	596	596	596
1936	583	583	584	584	584	584	584	584	584	584	584	584	584	584
1937	570	571	571	571	571	571	571	571	571	571	574	571	571	571
1938	556	557	557	557	557	557	557	557	557	557	557	557	557	557
1939	543	544	544	544	544	544	544	544	544	544	544	544	544	544
1940	530	531	531	531	531	531	531	531	531	531	531	531	531	531
1941	518	518	519	519	519	519	519	519	519	519	519	519	519	519
1942	505	506	501	507	507	507	507	507	507	507	504	507	507	507
1943	494	495	495	495	495	495	495	495	495	495	495	495	495	495

PIA AMOUNTS ARE COMPUTED USING - ZERO FUTURE EARNINGS - 0.0% CPI AFTER 1984 - 1984.0 SOCIAL SECURITY LAW - .005 DELTA IN EARNINGS INDEX						SOCIAL SECURITY ACCRUED AT CURRENT AGE [ASSUMED PAYABLE AT AGE 65] MONTHLY SALARY IN 1984					ACCD ZERO .5 N/A 65 PAGE 75 TABLE 1 OF 2 SALARY SCALE N/A			
DYB	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500
1944	81	122	162	203	241	256	270	285	299	314	328	343	357	371
1945	77	115	154	192	231	251	264	278	292	305	319	333	346	360
1946	73	109	145	181	218	245	258	271	284	297	310	322	335	348
1947	68	102	136	170	204	239	252	264	276	288	300	312	325	337
1948	64	96	128	159	191	223	246	257	268	280	291	302	314	325
1949	59	89	119	148	178	208	238	250	260	271	282	292	303	313
1950	55	82	110	137	165	192	220	243	253	262	272	282	292	301
1951	51	76	101	126	152	177	202	227	245	254	263	272	281	290
1952	46	69	92	115	138	161	184	207	230	245	253	261	269	278
1953	42	62	83	104	125	145	166	187	208	229	244	251	258	266
1954	37	56	74	93	111	130	148	167	185	204	222	240	247	254
1955	33	49	65	81	98	114	130	146	163	179	195	211	228	242
1956	28	42	56	70	84	98	112	126	140	154	168	182	196	210

1957	23	35	47	59	70	82	94	105	117	129	140	152	164	175
1958	19	28	38	47	56	66	75	85	94	103	113	122	132	141
1959	14	21	28	35	43	50	57	64	71	78	85	92	99	106
1960	10	14	18	24	29	33	38	43	48	53	57	62	67	72
1961														
1962														
1963														
1964														

PIA AMOUNTS ARE COMPUTED USING - ZERO FUTURE EARNINGS - 0.0% CPI AFTER 1984 - 1984.0 SOCIAL SECURITY LAW - .005 DELTA IN EARNINGS INDEX						SOCIAL SECURITY ACCRUED AT CURRENT AGE [ASSUMED PAYABLE AT AGE 65] MONTHLY SALARY IN 1984					ACCD ZERO .5 N/A 65 PAGE 75 TABLE 1 OF 2 SALARY SCALE N/A			
DYB	1600	1700	1800	1900	2000	2100	2200	2300	2400	2500	2600	2700	2800	2900
1944	386	400	413	425	435	443	451	458	463	467	471	475	478	481
1945	374	387	400	410	420	428	436	444	448	452	456	460	464	466
1946	361	374	386	396	406	414	422	429	434	438	442	446	450	452
1947	349	361	372	381	390	498	407	414	418	422	427	431	434	437
1948	336	348	358	367	376	384	392	379	404	408	412	416	419	422
1949	324	334	344	353	362	370	378	385	390	394	398	402	405	408

1950	311	321	330	339	348	356	365	372	376	380	385	389	392	395
1951	299	308	316	325	334	343	351	358	362	367	371	375	378	381
1952	286	294	302	310	319	327	335	342	347	351	355	359	362	365
1953	273	280	288	295	303	310	317	324	328	333	337	341	344	347
1954	260	267	273	280	287	293	300	306	310	314	319	323	326	329
1955	247	253	259	265	270	276	282	288	292	296	300	304	308	310
1956	224	238	244	249	254	259	264	269	273	277	282	286	289	292
1957	187	199	211	222	234	242	246	251	255	259	263	267	271	273
1958	150	160	169	179	188	197	207	216	226	235	242	245	248	251
1959	114	121	128	135	142	149	156	153	170	177	184	192	199	206
1960	76	81	86	91	96	100	105	110	115	119	124	129	134	139
1961														
1962														
1963														
1964														

PIA AMOUNTS ARE COMPUTED USING - ZERO FUTURE EARNINGS - 0.0% CPI AFTER 1984 - 1984.0 SOCIAL SECURITY LAW - .005 DELTA IN EARNINGS INDEX						SOCIAL SECURITY ACCRUED AT CURRENT AGE [ASSUMED PAYABLE AT AGE 65] MONTHLY SALARY IN 1984					ACCD ZERO .5 N/A 65 PAGE 75 TABLE 1 OF 2 SALARY SCALE N/A			
DYB	3000	3100	3200	3300	3400	3500	3600	3700	3800	3900	4000	4100	4200	4300

1944	482	483	484	484	484	484	484	484	484	484	484	484	484	484
1945	468	468	469	469	469	469	469	469	469	469	469	469	469	469
1946	454	454	455	455	455	455	455	455	455	455	455	455	455	455
1947	438	439	439	439	439	439	439	439	439	439	439	439	439	439
1948	423	424	425	425	425	425	425	425	425	425	425	425	425	425
1949	409	410	411	411	411	411	411	411	411	411	411	411	411	411
1950	396	397	397	397	397	397	397	397	397	397	397	397	397	397
1951	382	383	383	383	383	383	383	383	383	383	383	383	383	383
1952	366	367	368	368	368	368	368	368	368	368	368	368	368	368
1953	348	349	349	349	349	349	349	349	349	349	349	349	349	349
1954	330	331	331	331	331	331	331	331	331	331	331	331	331	331
1955	312	313	313	313	313	313	313	313	313	313	313	313	313	313
1956	293	294	294	294	294	294	294	294	294	294	294	294	294	294
1957	275	275	276	276	276	276	276	276	276	276	276	276	276	276
1958	252	253	254	254	254	254	254	254	254	254	254	254	254	254
1959	210	212	213	213	213	213	213	213	213	213	213	213	213	213
1960	143	145	146	146	146	146	146	146	146	146	146	146	146	146
1961														
1962														
1963														
1964														

### 1984 COVERED COMPENSATION

Year Reaching Age 55 (Level 1) Year Reaching Age 65 (Level 2)	Break Line
1984	12840.
1985	13800.
1986	14688.
1987	15516.
1988	16294.
1989	17004.
1990	17676.
1991	18300.
1992	18888.
1993	19452.
1994	19968.
1995	20916.
1996	21852.
1997	22800.
1998	23748.
1999	24684.
2000	25632.
2001	26568.

2002	27468.
2003	28356.
2004	29208.
2005	30072.
2006	30924.
2007	31788.
2008	32604.
2009	33372.
2010	34080.
2011	34752.
2012	35400.
2013	36012.
2014	36568.
2015	37008.
2016	37344.
2017	37584.
2018	37740.
2019	37800.



Appendix "B"  
Reserved

**Editor's note—** Section 2 of Ord. No. 5922, deleted App. B of § 4-12-4-010, which pertained to early retirement reduction factors and derived from Ord. No. 4022, adopted Feb. 8, 1984; and Ord. No. 4106, adopted Nov. 14, 1984.

Appendix "C"  
Calculation of Benefits Under Social Security Option

The following tables should be used to determine the social security adjustment option benefit. The benefit is an increased monthly benefit payable from retirement date to the commencement of social security, and decreased benefits after such date. The amount of the increased benefit is equal to (a) the monthly benefit the participant would have received at that retirement age, plus (b) his social security amount multiplied by a percentage from Table A-1. If the above amount so determined is less than the participant's social security amount, then the increased benefit is equal to (a) the monthly benefit the participant would have received at that retirement age, multiplied by (b) the appropriate percentage from Table A-2. It should be noted that the participants' expected social security benefit will be determined from tables supplied by the provider. The following examples illustrate how these tables should be applied for both general employees and policemen/firemen.

Example 1:

Policemen/firemen

Normal retirement age: 55

Actual retirement age: 55

Monthly benefit at NRA: \$500

Estimated primary social security amount at age 62: \$475

Social security commencement date: At age 62

Increased benefit up to age 62:  $\$500 + (.628) \$475 = \$798$

Reduced benefit after age 62:  $\$798 - \$475 = \$323$  \*\*

\*Early retirement factor

\*\*The reduced benefit at age 62 will be adjusted with the same percentage COLA increases that occurred from actual retirement.

Table A-1  
Social Security Adjustment Option

Number of Years Retirement Precedes Social Security Date	Percentage (Social Security at age 65)	Percentage (Social Security at age 62)
0	100.00	100.0
1	93.3	94.0
2	86.6	87.9
3	80.0	81.8
4	73.3	75.4
5	66.7	69.1
6	63.3	65.9
7	60.0	62.8
8	56.7	59.7
9	53.3	56.4
10	50.0	53.1
11	47.7	50.9
12	45.2	48.4
13	42.3	45.5
14	38.9	42.0
15	36.7	39.7
16	35.4	38.5

17	34.1	37.2
18	32.6	35.6
19	31.1	34.1
20	29.6	32.5

Table A-2  
Social Security Adjustment Option

Number of Years Retirement Precedes Social Security Date	Percentage (Social Security at age 65)	Percentage (Social Security at age 62)
1	1500%	1667%
2	750	826
3	500	549
4	375	407
5	300	324
6	272	293
7	250	269
8	221	248
9	214	229
10	200	213
11	191	204
12	182	194

13	173	183
14	164	172
15	158	166
16	155	163
17	152	159
18	148	155
19	145	152
20	142	148

Appendix "D"  
Pre-retirement Death Benefits

General Employees/Elected Officials									
Age of Beneficiary	Factor	Age of Beneficiary	Factor	Age of Beneficiary	Factor	Age of Beneficiary	Factor	Age of Beneficiary	Factor
1	0.40420	21	0.44648	41	0.55914	61	0.87848	81	1.97983
2	0.40557	22	0.44982	42	0.56830	62	0.90617	82	2.08553
3	0.40699	23	0.45333	43	0.57794	63	0.93559	83	2.19907
4	0.40845	24	0.45703	44	0.50808	64	0.96683	84	2.32163
5	0.40997	25	0.46093	45	0.50877	65	1.00000	85	2.45480
6	0.41157	26	0.46502	46	0.61003	66	1.03517	86	2.59968
7	0.41324	27	0.46933	47	0.62189	67	1.07240	87	2.75752
8	0.41499	28	0.47386	48	0.63438	68	1.11190	88	2.92965
9	0.41681	29	0.47865	49	0.64754	69	1.15403	89	3.11769
10	0.41872	30	0.48367	50	0.66142	70	1.19923	90	3.32329
11	0.42071	31	0.48895	51	0.67607	71	1.24777	91	3.54819
12	0.42279	32	0.49450	52	0.69154	72	1.29994	92	3.79409
13	0.42497	33	0.50033	53	0.70785	73	1.35607	93	4.06216
14	0.42724	34	0.50648	54	0.72508	74	1.41632	94	4.35826

15	0.42962	35	0.51294	55	0.74331	75	1.48098	95	4.68482
16	0.43211	36	0.51971	56	0.76264	76	1.55031	96	5.04575
17	0.43471	37	0.52683	57	0.78314	77	1.62457	97	5.44460
18	0.43744	38	0.53431	58	0.80488	78	1.70391	98	5.88422
19	0.44031	39	0.54217	59	0.82793	79	1.78932	99	6.37435
20	0.44332	40	0.55044	60	0.85243	80	1.88118	100	6.92880

Assumed normal retirement age is 65 and employee assumed age 65 at death.

Policemen/Firemen									
Age of Beneficiary	Factor	Age of Beneficiary	Factor	Age of Beneficiary	Factor	Age of Beneficiary	Factor	Age of Beneficiary	Factor
1	0.54378	21	0.60067	41	0.75223	61	1.18185	81	2.66353
2	0.54563	22	0.60515	42	0.76455	62	1.21910	82	2.80573
3	0.54753	23	0.60988	43	0.77752	63	1.25868	83	2.95847
4	0.54950	24	0.61486	44	0.79116	64	1.30071	84	3.12336
5	0.55154	25	0.62010	45	0.80554	65	1.34533	85	3.30251
6	0.55370	26	0.62560	46	0.82069	66	1.39265	86	3.49744
7	0.55595	27	0.63140	47	0.83665	67	1.44273	87	3.70977
8	0.55830	28	0.63750	48	0.85345	68	1.49587	88	3.94135
9	0.56075	29	0.64394	49	0.87115	69	1.55255	89	4.19433
10	0.56331	30	0.65070	50	0.88983	70	1.61337	90	4.47092
11	0.56599	31	0.65780	51	0.90954	71	1.67866	91	4.77349
12	0.56879	32	0.66526	52	0.93035	72	1.74885	92	5.10431
13	0.57172	33	0.67312	53	0.95229	73	1.82436	93	5.46535
14	0.57478	34	0.68139	54	0.97548	74	1.90542	94	5.86330
15	0.57798	35	0.69007	55	1.00000	75	1.99241	95	6.30264
16	0.58133	36	0.69919	56	1.02600	76	2.08569	96	6.78820
17	0.58483	37	0.70877	57	1.05358	77	2.18559	97	7.32479
18	0.58850	38	0.71883	58	1.08283	78	2.29233	98	7.91623
19	0.59236	39	0.72940	59	1.11384	79	2.40723	99	8.57561
20	0.59641	40	0.74053	60	1.14680	80	2.53080	100	9.32153

Assumed normal retirement age is 55 and employee assumed age 55 at death.

(Ord. No. 4485, 7/9/86, § 1; Ord. No. 4653, 7/13/88, § 1; Ord. No. 5575, 6/12/96)

Amendment Note—Appendix D was deleted by Ord. No. 4485, 7/9/86, and subsequently reinstated by Ord. No. 4653, 7/13/88.

Appendix "E"  
Death Benefit Factors

Retirement Age	Number of Monthly Payments Expected to be Received
56	184.53
57	179.70
58	174.85
59	169.98
60	165.09
61	160.10
62	155.30
63	150.42
64	145.56
65	140.73
66	135.95
67	131.23
68	126.57
69	121.95
70	117.35

Appendix "F"  
Late Retirement Increase Factors

General Employee		Police Officer/Firefighter	
66	109.08%	56	106.64%
67	119.36%	57	113.92%
68	131.04%	58	121.91%
69	144.36%	59	130.72%
70	159.64%	60	140.44%
		61	151.24%
		62	163.26%
		63	176.67%
		64	191.68%
		65	208.51%
		66	227.45%
		67	248.88%
		68	273.23%
		69	301.01%
		70	332.87%

## Calculation of Death Benefits:

The above table should be used to determine the number of monthly payments any designated beneficiary should receive under article VII, section 2.

If the participant is 56 years of age or older at the time of death, and has already received monthly retirement benefits, the number of monthly retirement benefits received prior to death shall be deducted from the total number of monthly payments expected to be received at retirement age. The remaining number will represent the total number of monthly benefits for the designated beneficiary.

For purposes of calculating benefits under this table, any participant shall be deemed to be not less than 56 years of age at retirement, regardless of when the participant actually retired or became eligible for any retirement benefits. However, in the event the actual age of the participant is less than 56 at retirement, there shall be no deduction for monthly payments actually received by the participant.

Notwithstanding the table set forth in this Appendix "E", any designated beneficiary shall receive a minimum of 24 monthly death benefits following the death of the retiree.

Example: If a participant retires at age 61, his expected number of monthly retirement benefits is 160.10. This figure is rounded off to 160 and represents the total number of monthly payments the participant is expected to receive at retirement. If the participant dies after 8 years and 5 months (101 payments), the designated beneficiary would receive the remaining number of monthly benefits, same being 59 months (160-101 = 59).

(Ord. No. 4084, 9/12/84, § 1; Ord. No. 4485, 7/9/86, § 1; Ord. No. 4653, 7/13/88, § 1 (Exhibit D); Ord. No. 5575, 6/12/96)

Amendment Note—Appendix E was added by Ord. No. 4084, 9/12/84. Such appendix was subsequently deleted by Ord. No. 4485, 7/9/86 and App. E was reinstated by Ord. No. 4653, 7/13/88.

## Footnotes:

--- (3) ---

**Note—** The following retirement plan for city employees is derived from Ord. No. 4022, 2/8/84, as subsequently amended. Amendments have been worked into the text and are indicated by the history note following the affected sections (or subsections).

--- (4) ---

**Editor's note—** Ord. No. 8118, § 1, adopted Oct. 10, 2019, amended Art. X in its entirety to read as herein set out. Former Art. X, Sections 1—5, pertained to similar subject matter. The historical notations of the former Sections 1—5 have been preserved for reference purposes.

--- (5) ---

**Editor's note—** Section 6 of Ord. No. 6340, adopted Dec. 12, 2001, added Art. XIV to Exh. A of Ord. No. 4022.  
**Note—** Refer to section 14.05 for the definitions of certain terms used in this Article XIV.