

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Smyrna, as follows (complete one or more sections, as applicable):

***** Items (1) through (5) of pre-approved Addendum – Not Applicable *****

(6) Modified Definition of Earnings. For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding compensation for reimbursed expenses and other unusual compensation (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.
- (e) including severance payments; provided that the following limitations shall apply (must specify):
_____.
- (f) including _____ (specify type of excluded earnings).

This definition of Earnings applies to (check one):

- All Participants.
- Only the following Participants (must specify): All Participants other than Class 4 and Class 5 Participants (as defined in subsections 16(a)(4) and 16(a)(5), respectively).

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding compensation for reimbursed expenses and other unusual compensation (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.
- (e) including severance payments; provided that the following limitations shall apply (must specify):
_____.
- (f) including _____ (specify type of excluded earnings).

This definition of Earnings applies to (check one):

- All Participants.
- Only the following Participants (must specify): Class 4 and Class 5 Participants (as defined in subsections 16(a)(4) and 16(a)(5), respectively).

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

- (7) **Modified Definition of Final Average Earnings.** Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the 60 (insert number not to exceed 60) consecutive months of (check one): Credited Service, employment, during the last 120 (insert number not to exceed 120) consecutive month period preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to (check one):

- All Participants.

- Only the following Participants (must specify): Class 4 and Class 5 Participants only (as defined in subsections 16(a)(4) and (a)(5), respectively).

***** Items (8) through (15) of pre-approved Addendum – Not Applicable *****

(16) Other:

(a) Definitions.

- (1) Definition of Class 1 Participant.** The term "Class 1" Participant shall refer to Participants who are Firefighters or Police Officers (as defined in the GMEBS Master Plan, Sections 2.34 and 2.51, respectively) and who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to remain covered by the terms of the Pre-July 1, 1999 Retirement Plan. However, in the event that a Class 1 Participant becomes reemployed by the City on or after April 1, 2010, such Participant shall be treated as a Class 4 Participant or Class 5 Participant, as applicable. See subsection 16(p)(2) regarding reemployment on or after April 1, 2010.
- (2) Definition of Class 2 Participant.** The term "Class 2" Participant shall refer to Participants who are Eligible Regular Employees (other than Police Officers or Firefighters) and who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to be covered by the terms of the Pre-July 1, 1999 Retirement Plan. However, in the event that a Class 2 Participant becomes reemployed by the City as an Eligible Regular Employee on or after April 1, 2010, such Participant shall be treated as a Class 4 Participant or Class 5 Participant, as applicable. See subsection 16(p)(2) regarding reemployment on or after April 1, 2010.
- (3) Definition of Class 3 Participant.** The term "Class 3" Participant shall refer to: 1) Eligible Regular Employees who were initially employed on or after July 1, 1999 and before April 1, 2010; and 2) Participants who are Eligible Regular Employees and who, pursuant to the Ordinance approved April 19, 1999, elected to be governed by the terms of the July 1, 1999 Plan. However, in the event that a Class 3 Participant becomes reemployed by the City on or after April 1, 2010, such Participant shall be treated as a Class 4 Participant or Class 5 Participant, as applicable. See subsection 16(p)(2) regarding reemployment on or after April 1, 2010.

- (4) **Definition of Class 4 Participant (New Hires; Non-Vested Rehires on or after April 1, 2010).** The term "Class 4" Participant shall refer to:
- (i) A Participant who is an Eligible Regular Employee as defined in the April 1, 2010 Plan or who is a Municipal Legal Officer and who is initially employed by the City on or after April 1, 2010;
 - (ii) A Participant who is reemployed by the City on or after April 1, 2010 as an Eligible Regular Employee as defined in the April 1, 2010 Plan or as a Municipal Legal Officer and who was not vested under the Plan as of the date of his or her Termination preceding said reemployment (applying vesting requirement applicable to Employee as of date of Termination preceding said reemployment), regardless of whether such Eligible Regular Employee repays his or her employee contributions upon reemployment; or
 - (iii) A Participant who is reemployed by the City on or after April 1, 2010 as an Eligible Regular Employee as defined in the April 1, 2010 Plan or as a Municipal Legal Officer, who was vested under the Plan as of the date of his or her Termination preceding said reemployment (applying vesting requirement applicable to Employee as of date of Termination preceding said reemployment) but withdrew his or her employee contributions upon Termination pursuant to subsection 16(j)(5) and did not repay such contributions pursuant to subsection 16(j)(8) upon reemployment. (But, see subsection 16(j)(2) concerning withdrawal of pre-July 1, 1999 employee contributions made by Class 3 Participants.)
- (5) **Definition of Class 5 Participant (Vested Rehires on or after April 1, 2010).** The term "Class 5" Participant shall refer to:
- (i) A Participant who is reemployed by the City on or after April 1, 2010 as an Eligible Regular Employee as defined in the April 1, 2010 Plan or as a Municipal Legal Officer, who was vested under the Plan as of the date of his or her Termination preceding said reemployment (applying vesting requirement applicable to Employee as of date of Termination preceding said reemployment), and who did not withdraw his or her employee contributions pursuant to subsection 16(j)(5) following his or her prior Termination; or
 - (ii) A Participant who is reemployed by the City on or after April 1, 2010 as an Eligible Regular Employee as defined in the

April 1, 2010 Plan or as a Municipal Legal Officer, who was vested under the Plan as of the date of his or her Termination preceding said reemployment (applying vesting requirement applicable to Employee as of date of Termination preceding said reemployment), and who withdrew his or her employee contributions pursuant to subsection 16(j)(5) but repaid such contributions pursuant to subsection 16(j)(8) upon reemployment.

Except as otherwise provided in subsection 16(j)(2) concerning withdrawal of pre-July 1, 1999 employee contributions made by Class 3 Participants, if said Participant has withdrawn and does not repay his or her employee contributions upon reemployment in accordance with subsections 16(j)(8) and 16(j)(2), the Participant shall be considered a Class 4 Participant.

(6) **Definition of Elected or Appointed Members of the Governing Authority or Municipal Legal Officers Governed by the July 1, 1999 Plan.** The term "Elected or Appointed Members of the Governing Authority or Municipal Legal Officers Governed by the July 1, 1999 Plan" shall refer to: 1) Elected or appointed members of the Governing Authority or Municipal Legal Officers who initially take office on or after July 1, 1999 and before April 1, 2010; 2) Elected or appointed members of the Governing Authority who initially take office or return to office (following a vacation of office) on or after January 1, 2012; and 3) Elected or appointed members of the Governing Authority and Municipal Legal Officers who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to be covered by the terms of the July 1, 1999 Plan and whose effective retirement date is on or after January 1, 2000. However, see subsection 16(p)(2) regarding the effect of reemployment of a Municipal Legal Officer on or after April 1, 2010.

(7) **Definition of Minor Child.** For purposes of subsections 16(g)-(j), the term "Minor Child" or "Minor Children" shall mean the natural or legally adopted child or children of a Participant if such child or children are under the age of 19, or under the age of 26 if enrolled in an accredited college or university on a full-time basis.

(b) **Alternative Formulas for Elected or Appointed Members of the Governing Authority and Municipal Legal Officers.**

(1) The monthly normal retirement benefit shall be 1/12 of 2.0% (insert percentage) of Final Average Earnings multiplied by

years of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer. This formula applies to an elected or appointed member of the Governing Authority governed by the July 1, 1999 Plan and a Municipal Legal Officer governed by the July 1, 1999 Plan, provided such Municipal Legal Officer does not become reemployed as a Municipal Legal Officer on or after April 1, 2010. For purposes of this subsection 16(b)(1), the term "Final Average Earnings" shall mean the average annual earnings of Eligible Regular Employees included in the most recent annual employee census report prepared in connection with the Plan's annual actuarial valuation and on file with GMEBS prior to the Participant's Termination. Said amount shall be determined by dividing the sum of the annual earnings for all Eligible Regular Employees reflected in the employee census report by the total number of Eligible Regular Employees whose annual earnings are reflected in said report (see subsection 16(p)(2) for treatment of Municipal Legal Officers who become reemployed on or after April 1, 2010).

- (2) The monthly normal retirement benefit shall be 1/12 of 1.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer. This formula applies to a Municipal Legal Officer initially employed or reemployed on or after April 1, 2010 (see subsection 16(p)(2) regarding treatment of Municipal Legal Officers who are reemployed on or after April 1, 2010).

- (c) Additional Alternative Early Retirement Actuarial Reduction Factors for Specified Classes. The reduction under this subsection 16(c) shall apply for (i) Class 3 Participants; (ii) Elected or appointed members of the Governing Authority governed by the July 1, 1999 Plan and applying for the 55 + 7 Early Retirement benefit; (iii) Municipal Legal Officers governed by the July 1, 1999 Plan and applying for the 55 + 7 Early Retirement benefit, provided they do not become reemployed on or after April 1, 2010); and (iv) Class 4 and Class 5 Participants applying for the 55 + 10 Early Retirement Benefit. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced for each month that the Participant's age at his or her effective Retirement Date is less than age 65. The reduction factor shall be 1/2% for each month that the Participant's age is below age 65 up to the first 60 months *plus* 1/4% for each additional month (in excess of 60 months) that the Participant's age is below age 65.
- (d) Maximum Benefits for Elected Officials. The monthly benefit cap for Service as an elected or appointed member of the Governing Authority set forth in

Section 15(F) of the Adoption Agreement applies only to elected or appointed members of the Governing Authority and Municipal Legal Officers who: 1) initially take office or return to office on or after August 18, 2003, or 2) irrevocably elected prior to October 31, 2003, on forms provided for such purpose, to be subject to the 100% of final salary cap as described in Section 15(F) of the Adoption Agreement.

(e) **In-Service Death Benefit for Class 3 Participants, Class 4 Participants, Class 5 Participants, and Elected Officials and Municipal Legal Officers Governed by the July 1, 1999 Plan.** This subsection 16(e) shall apply to: 1) Class 3 Participants (as defined in subsection 16(a)(3)); 2) Class 4 Participants (as defined in subsection 16(a)(4)); 3) Class 5 Participants (as defined in subsection 16(a)(5)); and 4) elected or appointed members of the Governing Authority or Municipal Legal Officers governed by the July 1, 1999 Plan (as defined in subsection 16(a)(6)).

(1) **Spouse's Benefit; Eligibility.** If the employment or term of office of a Participant to whom this subsection 16(e) applies is terminated by reason of his or her death on or after January 1, 2000 and prior to Retirement, a monthly benefit shall be payable to the Participant's Spouse, provided that: (i) the Participant has attained at least age 30 and has at least 5 years of Total Credited Service as of his or her date of death; (ii) the Participant was legally married to his or her surviving Spouse for a minimum of one (1) year prior to the Participant's death; and (iii) the Spouse survives the Participant by at least 32 days. For purposes of this provision, the term "Spouse" shall be as defined in Section 2.62 of the GMEBS Master Plan. A surviving Spouse shall no longer be eligible to receive benefits under this subsection 16(e) upon the surviving Spouse's death.

(2) **Benefit Amount; Commencement Date.** If the requirements of subsection 16(e)(1) above are met, the Participant's Spouse shall be eligible to receive a monthly death benefit, commencing as of the first day of the month coinciding with or following the Participant's death. Said benefit shall be equal to 45% of the Participant's projected Monthly Retirement Benefit, except as otherwise provided in subsection (3) below. For purposes of this Section, the term "projected Monthly Retirement Benefit" shall mean the Monthly Retirement Benefit calculated in the manner provided in Section 6.01 of the GMEBS Master Plan as of the Participant's date of death, provided that the Participant's Total Credited Service shall include the amount of Credited Service accrued through the date of death, plus the additional Credited Future Service the Participant would have earned had he or she survived and

remained employed with the Employer until his or her Normal Retirement Date.

- (3) **Alternative Benefit Amount; Auto A Benefit.** If it results in a higher monthly death benefit than the 45% projected retirement benefit described in subsection 16(e)(2) above, the Participant's surviving Spouse shall be entitled to receive the Auto A in-service death benefit described in Section 8.03 of the GMEBS Master Plan (assuming immediate, non-deferred payment to the Spouse and no service add-on).
- (4) **Minor Children's Benefit; Eligibility.** In the event that there is no Spouse who survives the Participant by at least 32 days, or in the event that an eligible Spouse who is receiving benefits pursuant to subsection 16(e)(2) or 16(e)(3) dies while receiving benefits, then the Minor Child or Minor Children who survive the Participant (and who survive the Spouse, if applicable) by at least 32 days shall become eligible to receive in equal shares the monthly death benefit that was being paid to the Spouse pursuant to subsection 16(e)(2) or subsection 16(e)(3) above, as applicable. If there is no Spouse who survives the Participant by at least 32 days, the Minor Child or Minor Children shall be eligible to receive in equal shares the monthly benefit that would have otherwise been paid to the Spouse pursuant to subsection 16(e)(2) or subsection 16(e)(3) above, as applicable (assuming the Spouse was the same age as the Participant).
- (5) **Minor Children; Commencement Date; Termination.** If a Spouse who is otherwise eligible for benefits under subsection 16(e)(1) does not survive the Participant by at least 32 days, or if there is otherwise no Spouse who is eligible to receive the in-service death benefit, then the monthly benefit payment to the Participant's surviving Minor Child or Minor Children shall commence as of the first day of the month coinciding with or following the Participant's date of death. If an eligible Spouse who is receiving benefits pursuant to subsection 16(e)(2) or (3) dies while receiving benefits, benefit payments to the Participant's surviving Minor Child or Minor Children shall commence as of the first day of the month following the Spouse's death. A Minor Child shall no longer be eligible to receive benefit payments under this subsection as of the date the Minor Child dies or no longer meets the definition of Minor Child in subsection 16(a)(7) below. A Minor Child shall not be entitled to any increase in his or her benefit payment share in the event that another Minor Child of the Participant becomes ineligible to continue receiving benefit payments under this subsection 16(e).

- (6) **Payment to Participant's Estate.** This provision shall apply in the event that there is no Spouse or Minor Child eligible to receive the death benefit provided in this subsection 16(e), or in the event that all persons eligible to receive said benefit die or become ineligible to receive a death benefit. In such case, if the sum of all benefits paid under this subsection 16(e) do not equal the amount of employee contributions made by the Participant plus interest credited thereon, if any, then a lump sum payment in the amount of the difference will be paid to the Participant's estate, and no further benefits will be payable. Said payment shall not include any employee contributions or interest previously paid or returned from the Plan.
- (f) **In-Service Death Benefit for Class 1 and 2 Participants and Elected Officials and Municipal Legal Officers Governed by Pre-July 1, 1999 Plan.**
- (1) Notwithstanding the provisions of subsection 16(e) above, if pursuant to the Ordinance approved April 19, 1999, a Participant elected to remain subject to the terms of the Pre-July 1, 1999 Plan, and if the employment or term of office of said Participant is terminated by reason of his or her death prior to Retirement, then a monthly benefit shall be payable to the Participant's surviving Spouse or Minor Children, if any, in accordance with and subject to the terms of Article VII, Section 1(a) of the Pre-July 1, 1999 Plan, which are incorporated herein by reference. Provided, however, that payment of benefits will begin as of the first day of the month coinciding with or following the date of the Participant's death, notwithstanding the terms of Article VII, Section 1(a) of the Pre-July 1, 1999 Plan.
- (2) **Alternative Auto A Death Benefit.** If subsection 16(f)(1) otherwise applies but the Auto A death benefit described in Section 8.03 of the GMEBS Master Plan would result in a higher death benefit for the surviving Spouse (assuming immediate, non-deferred payment to the Spouse and no service add-on) than the death benefit provided in Article VII, Section 1(a) of the Pre-July 1, 1999 Plan, then said Auto A death benefit shall be payable to the surviving Spouse in lieu of the benefit otherwise payable under Article VII, Section 1(a) of the Pre-July 1, 1999 Plan, notwithstanding the requirements of subsection 16(f)(1) above. If said Spouse begins receiving the Auto A death benefit and thereafter becomes ineligible to continue receiving such benefit, the Participant's surviving Minor Children (determined as of the date of the Spouse's ineligibility) shall become eligible to receive an equal percentage share of the Auto A monthly death benefit

previously paid to the Spouse, subject to the requirements of subsection 16(e)(5) above. If there is no Spouse who survives the Participant by at least 32 days, the Participant's Minor Child or Minor Children shall be eligible to receive the greater of: 1) the benefit provided in Article VII, Section 1(a)(3) of the Pre-July 1, 1999 Plan; or 2) an equal percentage share of the Auto A monthly death benefit that would have otherwise been paid to the Participant's Spouse (assuming the Spouse was the same age as the Participant), subject to the requirements of subsection 16(e)(5) above.

(g) **Terminated Vested Death Benefit for Class 3 Participants, Class 4 Participants, Class 5 Participants, and Elected Officials and Municipal Legal Officers Governed by the July 1, 1999 Plan.** This subsection 16(g) shall apply to: 1) Class 3 Participants (as defined in subsection 16(a)(3)); 2) Class 4 Participants (as defined in subsection 16(a)(4)); 3) Class 5 Participants (as defined in subsection 16(a)(5)); and 4) elected or appointed members of the Governing Authority or Municipal Legal Officers governed by the July 1, 1999 Plan (as defined in subsection 16(a)(6)).

(1) **Spouse's Benefit; Eligibility.** If a terminated vested Participant to whom this subsection 16(g) applies dies on or after January 1, 2000 and prior to his or her effective Retirement date, a monthly benefit shall be payable to the Participant's Spouse, provided that: (i) the Participant has attained at least age 30 and has a vested right in his or her Retirement Benefit as of his or her date of death; (ii) the Participant was legally married to his or her surviving Spouse for a minimum of one (1) year prior to the date of the Participant's death; and (iii) the Spouse survives until the benefit commencement date described in subsection 16(g)(3) below.

(2) **Benefit Amount.** If the requirements of subsection 16(g)(1) are met, the Participant's surviving Spouse shall be eligible to receive a monthly benefit, computed as follows:

(A) For those Participants with less than 16 years of Total Credited Service as of the date of death, the surviving Spouse's monthly benefit shall be equal to 30% of the Participant's accrued Monthly Retirement Benefit as of the date of death.

(B) For those Participants with 16 or more years of Total Credited Service as of the date of death, the surviving Spouse's monthly benefit shall be equal to 45% of the Participant's accrued Monthly Retirement Benefit as of the date of death.

- (3) **Benefit Commencement Date; Termination.** Payment of benefits under Section 16(g)(2) above shall commence no earlier than the first day of the month following what would have been the Participant's earliest retirement date (Early or Normal Retirement Date, as applicable). A surviving Spouse shall no longer be eligible to receive any benefits under this subsection 16(g) upon the surviving Spouse's death.
- (4) **Payment to Participant's Estate.** In the event that there is no Spouse eligible to receive the death benefit provided in this subsection 16(g), a lump sum payment in the amount of the Participant's employee contributions plus interest, if any, will be paid to the Participant's estate, and no further benefits will be payable. In the event that an eligible Spouse dies before the sum of all benefits paid to the Spouse equals the amount of the Participant's employee contributions plus interest, if any, then a lump sum payment in the amount of the difference will be paid to the Spouse's estate, and no further benefits will be payable. Payments made under this subsection 16(g)(4) will not include any employee contributions or interest previously paid or withdrawn from the Plan.
- (h) **Terminated Vested Death Benefit for Class 1 and 2 Participants and Elected Officials and Municipal Legal Officers Governed by Pre-July 1, 1999 Plan.** Notwithstanding the provisions of subsection 16(g) above, if pursuant to the Ordinance approved April 19, 1999, a Participant elected (affirmatively or by default) to remain subject to the terms of the Pre-July 1, 1999 Plan, and the Participant dies after becoming vested and after termination of employment but before his or her effective Retirement date, then a monthly benefit may be payable to the Participant's surviving Spouse or Minor Children, if any, in accordance with and subject to the terms of Article VII, Section 1(b) of the Retirement Plan in effect on June 30, 1999 which are incorporated herein by reference.
- (i) **Secondary and Default Beneficiary Provisions of GMEBS Master Plan Not Applicable.** The provisions of the GMEBS Master Plan concerning designation of secondary pre-retirement beneficiaries and payment to default pre-retirement beneficiaries shall not apply under this Plan. Instead, payment of pre-retirement death benefits shall be governed by the provisions of subsections 16(a)(7) and 16(e)-(h) above.
- (j) **Employee Contributions.**
- (1) **Authorization.** Each Eligible Employee, elected or appointed member of the Governing Authority, or Municipal Legal

Officer who meets the qualifications for participation in the Plan shall provide written authorization for the City to deduct from his or her Earnings any contributions required of him or her as provided in the Adoption Agreement and shall file such forms or information as shall be required by the Pension Committee, which shall include the individual's acceptance of the terms and conditions of the Plan.

- (2) **Class 3 Participants May Withdraw Pre-July 1, 1999 Contributions Without Penalty Upon Termination.** A Class 3 Participant (as defined in subsection 16(a)(3)) shall be entitled to receive in a lump sum upon his or her Termination after January 1, 2000 all employee contributions credited to his or her individual account up until June 30, 1999, plus 5% interest thereon compounded annually and applied once a year as of July 1, 2000 and each July 1 thereafter through the July 1 coinciding with or preceding the date of his or her Termination. Withdrawal of contributions in accordance with this subsection shall not result in the forfeiture of any service credit by the Participant. If the Participant has made employee contributions to the Plan after July 1, 1999, he or she may also request withdrawal of said contributions in accordance with and subject to the conditions of subsections 16(j)(4)-(9) below. Pre-July 1, 1999 employee contributions withdrawn pursuant to this subsection may not be repaid to the Plan upon a former Participant's return to employment with the Employer. If a Participant's employment is terminated by reason of death, then any amount payable pursuant to this subsection shall be paid in a lump sum to the Participant's estate and no further benefit shall be payable under this subsection 16(j)(2).
- (3) **Class 2 Participants Subject to Rules of Predecessor Plan on Withdrawal of Employee Contributions.** With respect to withdrawal of employee contributions made before and after July 1, 1999, Class 2 Participants (as defined in subsection 16(a)(2)) shall remain subject to the terms of Article III, Section 3d, and Article VII, Section 3b. - f. and Article IX, Section 1c. - e. of the Pre-July 1, 1999 Retirement Plan. Said terms are incorporated herein by reference.
- (4) **Non-Vested Participants Required to Withdraw Post-July 1, 1999 Contributions Upon Termination.** Except as provided in subsection 16(j)(3) above, if a non-vested Participant's employment is terminated for any reason other than death after July 1, 1999, he or she shall request that his or her

employee contributions, if any, made on or after July 1, 1999 be withdrawn.

- (5) **Vested Participants May Withdraw Contributions Made After July 1, 1999 Upon Termination.** Except as provided in subsection 16(j)(3) above, if a vested Participant's employment is terminated after July 1, 1999, for any reason other than death or Retirement, he or she may request that his or her employee contributions made on or after July 1, 1999 be withdrawn, unless the Participant chooses to claim his or her vested benefit, in which case his or her employee contributions shall not be withdrawn pursuant to this subsection.
- (6) **Procedure for Withdrawal.** Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of his or her opportunity to withdraw said employee contributions, and the Participant shall have 60 days after receipt of such notice to submit a request for withdrawal on a form provided for that purpose. Failure to make such a request within this 60 day period shall result in forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. If the Participant withdraws his or her post-July 1, 1999 employee contributions pursuant to this subsection, he or she shall forfeit for him or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after July 1, 1999, and the amount of any benefit payable for Service prior to July 1, 1999 shall be determined in accordance with the terms of the Plan in effect on June 30, 1999, except as provided in subsection 16(j)(8) below (see also subsection 16(p)(2) below concerning effect of reemployment on or after April 1, 2010). Employee contributions shall be returned to the Participant within 90 days of receipt of the Participant's request. A partial withdrawal of employee contributions under this subsection is not permitted.
- (7) **Interest on Post-July 1, 1999 Contributions.** A Participant who timely requests withdrawal of his or her post-July 1, 1999 contributions shall be entitled to receive all employee contributions credited to his or her individual account from July 1, 1999 through the date of his or her termination, which shall include 5% interest on contributions made by the Participant, compounded annually and applied once a year as of July 1, 2000 and each July 1 thereafter through the July 1 coinciding with or preceding the date of his or her termination.

- (8) **Repayment of Contributions.** If a Participant withdraws his or her post- July 1, 1999 employee contributions upon termination, and if he or she later resumes employment with the Employer in an Eligible Employee class, then any service credit he or she forfeited by virtue of his or her withdrawal may be reinstated upon his or her reemployment, provided that: 1) he or she satisfies the Plan's break in service rules, as applicable; 2) he or she repays all amounts previously withdrawn plus 5% interest compounded annually from the date of return of contributions through the date of repayment; and 3) the amount due is paid in full within six (6) months of his or her resumption of employment (see also subsection 16(p)(2) below concerning effect of reemployment on or after April 1, 2010). To the extent permitted by applicable law and the GMEBS Master Plan, Participants may utilize 457(b) trustee-to-trustee transfers or rollovers to effect said repayment.
- (9) **No Withdrawal While Employed.** A Participant may not withdraw his or her employee contributions from the Plan as long as he or she remains in the employment of the City and he or she may not borrow against his or her employee contributions at any time.
- (10) **Application of Modified Definition of Earnings.** The exclusion of overtime pay in the Modified Definitions of Earnings in Section 6 of this General Addendum that is applicable to Class 4 and Class 5 Participants shall apply with respect to Employee Contributions.
- (11) **Payment of Additional Employee Contributions from April 1, 2014-December 31, 2015 by Elected or Appointed Members of the Governing Authority Who Initially Took Office on January 1, 2012.** Elected or appointed members of the Governing Authority who initially took office on January 1, 2012 and who hold such office on April 1, 2014 (i.e., Andrea Blustein, Charles Welch, Ron Fennell and Susan Deese Wilkinson) are required pay Employee Contributions in the amount of 3.25% of Earnings; provided, however, that from April 1, 2014-December 31, 2015, such elected or appointed members of the Governing Authority are required to make additional Employee Contributions in the amount of \$61.63 per monthly pay period from April 1, 2014 through December 31, 2015. Such Employee Contributions shall be picked up by the Employer and treated as pre-tax pursuant to IRC Section 414(h). The failure to make such additional Employee Contributions will result in a Participant's forfeiture, on behalf

of himself/herself, his/her heirs and assigns, of all his/her rights, title and interest in Credited Service under the Plan for the period of January 1, 2012 through March 31, 2014.

- (k) **Former Employees Who Return to Employment After July 1, 1999 and Before April 1, 2010.** If an Employee or Retired Participant's employment or term of office with the City terminated prior to July 1, 1999 and he or she did not have the opportunity, pursuant to the Ordinance approved April 19, 1999, to elect whether to be covered by the terms of the Pre-July 1, 1999 Plan or the July 1, 1999 Plan, and if said former Employee or Retired Participant returns to employment with the Employer on or after July 1, 1999 and before April 1, 2010, then his or her rights and obligations under the Plan upon reemployment shall be determined in accordance with the terms of the July 1, 1999 Plan, as amended. However, if the Employee or Retired Participant's reemployment occurs more than one (1) year after his or her previous termination, then the amount of any retirement or death benefit payable to or on behalf of the Employee or Retired Participant for Service prior to July 1, 1999 shall be determined in accordance with the applicable benefit formula and the definition of Final Average Earnings (if applicable) in effect as of the Employee or Retired Participant's previous termination. However, if the Employee or Retired Participant first or again returns to employment with the Employer on or after April 1, 2010, then his or her entitlement to benefits and the amount of any benefits payable shall be determined in accordance with subsection 16(p) below.
- (l) **Certain Former Class 1 Participants.** If a Participant was classified as a Class 1 Participant under the Pre-July 1, 1999 Retirement Plan and the Participant terminated prior to July 1, 1999 without having the opportunity, pursuant to the Ordinance approved April 19, 1999, to elect whether to be covered by the terms of the Pre-July 1, 1999 Retirement Plan or the July 1, 1999 Plan, and if, as provided in Article VII, Section 3d. of the Pre-July 1, 1999 Plan, the Participant had sufficient Total Credited Service but had not attained the required age upon his or her termination to qualify for Normal Retirement or Early Retirement pursuant to the Rule of 85 or Article 1V, Section 3a of the Predecessor Plan respectively, and if the Participant did not withdraw his or her employee contributions upon his or her prior termination, then the Participant shall continue to be eligible to apply for the former Class 1 Normal or Early Retirement benefit upon satisfying the age requirement for same. If said former Participant becomes reemployed with the City before April 1, 2010 and more than one (1) year after his or her previous termination of employment, then the amount of any retirement or death benefit payable to or on behalf of the Participant for Service prior to July 1, 1999 shall be determined in accordance with the applicable benefit formula and the definition of Final Average Earnings (if applicable) in effect as of the Participant's previous termination. However, if the Participant first or again becomes reemployed with the City on or after April 1, 2010, then his

or her entitlement to benefits and the amount of any benefits payable shall be determined in accordance with subsection 16(p) below.

- (m) **Employer Contributions.** The City shall make the necessary contributions to fund that portion of the Retirement Plan not met by employee contributions. The amount of these contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in this Plan, the number of Participants and their respective ages, Earnings, and lengths of Creditable Service, and such other factors as the Board of Trustees shall deem appropriate to assure proper funding of this Plan. Contributions by the Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries.
- (n) **Pension Committee, Board of Trustees, Claims, Amendment and Termination.** Articles X through XIV of the July 1, 1999 Retirement Plan and Sections 2.06, 2.07, and 2.10 of the GMEBS Master Plan are incorporated herein by reference. All references to the Board of Trustees in the GMEBS Master Plan and Adoption Agreement will be deemed to refer to the GMEBS Board of Trustees. Where there is a direct conflict between the requirements of the above Articles of the July 1, 1999 Plan and those of the GMEBS Master Plan or Adoption Agreement, the provisions of the July 1, 1999 Plan will control. Notwithstanding the preceding sentence, the GMEBS Board of Trustees will retain sole authority to amend the GMEBS Master Plan as necessary to keep the Plan in compliance with the requirements of federal and state law, and the Smyrna Board of Trustees will abide by any such amendments in administering this Plan.
- (o) **Trust Agreement.** The terms of the April 19, 1999 Trust Agreement between the City of Smyrna, the Board of Trustees of the Retirement Plan for the City of Smyrna, and GMEBS are incorporated herein by reference and shall govern notwithstanding any provision of the GMEBS Master Plan, Adoption Agreement, or Trust Agreement to the contrary.
- (p) **Restated City of Smyrna Plan Effective April 1, 2010; Treatment of Elected or Appointed Members of the Governing Authority Who Take Office on or after April 1, 2010 (First or Following Vacation of Office); Treatment of Newly Employed and Reemployed Participants (Including Municipal Legal Officers and Eligible Regular Employees).**
 - (1) **Restated City of Smyrna Plan Effective April 1, 2010.** The effective date of the restated City of Smyrna Defined Benefit Plan is April 1, 2010. Eligible Regular Employees and Municipal Legal Officers initially employed or reemployed on or after April 1, 2010 are subject to the terms and conditions of the April 1, 2010 Plan governing Class 4 or Class 5 Participants (as applicable), notwithstanding any prior participation in the City's defined benefit plan (except as

otherwise provided in this subsection 16(p) below concerning calculation of benefits for service prior to reemployment).

(2) **Treatment of Eligible Regular Employees and Municipal Legal Officers Initially Employed or Reemployed on and after April 1, 2010.** This provision applies to all Eligible Regular Employees and Municipal Legal Officers initially employed or reemployed on or after April 1, 2010.

(A) **New Hires.** All Eligible Regular Employees and Municipal Legal Officers initially employed on or after April 1, 2010 shall be subject to the terms and conditions of this Plan applicable to Class 4 Participants (as defined in subsection 16(a)(4)) as described in the Adoption Agreement and this Addendum, subject to any future plan amendments.

(B) **Re-Hires; Generally.** Eligible Regular Employees and Municipal Legal Officers who are reemployed on or after April 1, 2010 shall be subject upon reemployment to the terms and conditions of this Plan applicable to Class 4 or Class 5 Participants (as defined in subsections 16(a)(4) and 16(a)(5), respectively), as applicable and as described in the Adoption Agreement and this Addendum, subject to any future plan amendments.

(C) **Re-Hires Who Were Not Vested Upon Prior Termination.** In the event that an Eligible Regular Employee in any class or a Municipal Legal Officer becomes reemployed by the City as an Eligible Regular Employee or Municipal Legal Officer on or after April 1, 2010, and if said Participant was not vested under this Plan as of the date of his or her Termination preceding said reemployment (applying vesting requirements applicable as of said Termination date), such Eligible Regular Employee or Municipal Legal Officer shall be classified as a Class 4 Participant (as defined in subsection 16(a)(4)) upon reemployment (regardless of whether the Participant withdrew and/or repays his or her employee contributions upon reemployment).

Such Eligible Regular Employee or Municipal Legal Officer shall be required to meet the vesting and benefit eligibility requirements applicable to Class 4 Participants with respect to all years of Credited Service. The Eligible Regular Employee's or Municipal Legal Officer's normal retirement benefit for all years of Credited Service shall be

computed in accordance with the benefit formula applicable to Class 4 Participants, provided that:

- (i) If such Eligible Regular Employee or Municipal Legal Officer repays his or her employee contributions pursuant to the provisions of subsection 16(j)(8), his or her prior Credited Service shall count for purposes of meeting the applicable minimum service requirements for vesting and benefit eligibility and for purposes of computing the amount of benefit payable; and
- (ii) If such Eligible Regular Employee or Municipal Legal Officer does not repay his or her employee contributions pursuant to subsection 16(j)(8), his or her prior service with the Employer shall not count for any purpose under the Plan.

(D) Re-Hires Who Were Vested Upon Prior Termination. In the event that an Eligible Regular Employee in any class or a Municipal Legal Officer becomes reemployed by the City as an Eligible Regular Employee or Municipal Legal Officer on or after April 1, 2010, and if said Participant was vested under this Plan as of the date of his or her Termination preceding said reemployment (applying vesting requirements applicable as of said Termination date), such Eligible Regular Employee or Municipal Legal Officer shall be classified as a Class 5 Participant (as defined in subsection 16(a)(5)) upon reemployment (but see subsection 16(p)(2)(E) below concerning the effect of withdrawal of employee contributions). Such Participant's normal retirement benefit shall be the sum of the Participant's normal retirement benefit attributable to the period(s) of Credited Service preceding said reemployment date and the Participant's normal retirement benefit attributable to the period(s) of Credited Service following said reemployment date. In computing the normal retirement benefit attributable to Credited Service after said reemployment date the benefit formula applicable to a Class 5 Participant shall be used. Such Eligible Regular Employee or Municipal Legal Officer shall be required to meet the vesting requirements applicable to Class 5 Participants in order to be vested in the portion of his or her normal retirement benefit attributable to period(s) of Credited Service following reemployment on or after April 1, 2010. However, prior Credited Service with the Employer and Credited Service under other GMEBS member employer retirement plans may be used for

purposes of meeting the minimum service requirements for vesting and benefit eligibility applicable to Class 5 Participants. In the event a Class 5 Participant again terminates employment prior to satisfying the vesting requirements applicable to Class 5 Participants and is not thereafter reemployed, said Participant shall be subject to the benefit eligibility requirements applicable to him/her prior to his or her reemployment as a Class 5 Participant with respect to Service prior to such reemployment.

(E) Effect of Withdrawal of Contributions; Failure to Repay. Notwithstanding any other provisions of this Addendum or the Adoption Agreement to the contrary, if an Eligible Regular Employee or Municipal Legal Officer described in subsection 16(p)(2)(D) withdrew contributions pursuant to subsection 16(j)(5) following Termination and preceding his or her reemployment on or after April 1, 2010, then upon reemployment such Employee shall be classified as a Class 4 Participant and shall be subject to the provisions of subsection 16(p)(2)(C) unless the Eligible Regular Employee or Municipal Legal Officer repays his or her employee contributions upon reemployment pursuant to subsection 16(j)(8).

(3) Treatment of Elected or Appointed Members of the Governing Authority Who Take Office On or After April 1, 2010. Elected or appointed members of the Governing Authority who first take such office on or after April 1, 2010 but prior to April 1, 2014, or who return to office on or after April 1, 2010 but prior to April 1, 2014 (following a vacation of office), are ineligible to participate in this Plan. However, effective April 1, 2014, all elected or appointed members of the Governing Authority who initially took such office on January 1, 2012 and who hold such office as of April 1, 2014 are required to participate in this Plan and shall be governed by the terms of the July 1, 1999 Plan (see Adoption Agreement Section 13(A)(2) and Section 19, and subsection 16(j)(11) of this addendum concerning Credited Past Service for such elected or appointed members of the Governing Authority and the requirement for additional Employee Contributions from April 1, 2014-December 31, 2015). Elected or appointed members of the Governing Authority who initially take office or return to office on or after April 1, 2014 are required to participate in this Plan and shall be governed by the terms of the July 1, 1999 Plan as of the date on which they take or return to such office.

(q) **Vesting Requirements for Participants in Grades 24 or Higher; Effect of Reclassification as Lower Grade Employee.** This subsection applies to Class 3, Class 4 or Class 5 Participants (as defined in subsections 16(a)(3), 16(a)(4) and 16(a)(5), respectively) who are in Grade 24 or higher, as described in the City's Pay Classification Plan, and who become vested after accruing at least five (5) years of Total Credited Service as provided in Section 17(A) of the Adoption Agreement.

(1) **Reclassification in Grade Lower than 24 Without Termination of Employment.** In the event that such a Participant subsequently, but without terminating employment and becoming reemployed, and while continuing to satisfy the eligibility requirements for participation in the Plan, is reclassified as an employee in a grade lower than Grade 24, the Participant shall be considered vested with respect to future Credited Service as an Eligible Employee under the Plan and shall remain subject to the 55 & 5 Early Retirement and 65 & 5 Normal Retirement qualifications applicable to Class 3 Participants and to Class 4 and Class 5 Participants who have attained Grade 24 or higher. In the event that the Participant subsequently terminates employment and becomes reemployed as an Eligible Employee in a grade lower than Grade 24, then with respect to Credited Service relating to his or her period of reemployment, the Participant shall be subject to the vesting requirements and Early and Normal Retirement qualifications that are applicable to Class 5 Participants who are not classified as Grade 24 or higher, unless such Participant again becomes classified as Grade 24 or higher.

(2) **Reclassification in Grade Lower than 24 Following Termination of Employment and Subsequent Reemployment.** In the event that such a Participant terminates employment and is subsequently reemployed as an Eligible Employee in a grade lower than Grade 24, then with respect to Credited Service relating to his or her period of reemployment, the Participant shall be subject to the vesting requirements and Early and Normal Retirement qualifications that are applicable to Class 5 Participants who are not classified as Grade 24 or higher, unless such Participant again becomes classified as Grade 24 or higher.

(3) **Reclassification in Grade Lower than 24 Following Change to Ineligible Employee and Subsequently Becoming an Eligible Employee under the Plan.** In the event that such a Participant becomes ineligible to participate in the Plan (e.g., works less than the required number of hours per week for participation in the Plan) and, without terminating employment, again

becomes an Eligible Employee but is classified in a grade lower than Grade 24, the Participant shall be considered vested with respect to future Credited Service as an Eligible Employee under the Plan and shall remain subject to the 55 & 5 Early Retirement and 65 & 5 Normal Retirement qualifications applicable to Class 3 Participants and to Class 4 and Class 5 Participants who have attained Grade 24 or higher. In the event that the Participant subsequently terminates employment and becomes reemployed as an Eligible Employee in a grade lower than Grade 24, then with respect to Credited Service relating to his or her period of reemployment, the Participant shall be subject to the vesting requirements and Early and Normal Retirement qualifications that are applicable to Class 5 Participants who are not classified as Grade 24 or higher, unless such Participant again becomes classified as Grade 24 or higher.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Smyrna, Georgia this _____ day of _____, 20____.

Attest:

CITY OF SMYRNA, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary