

**City of Atlanta
Firefighters' Pension Plan**

SUMMARY PLAN DESCRIPTION
(Revised January 1, 2025)

PART I:	City of Atlanta Firefighters' Pension Plan	1
	<i>Introduction</i>	<i>1</i>
	<i>Your Benefit Group</i>	<i>4</i>
	<i>The Plan at a Glance</i>	<i>5</i>
PART II:	Am I Eligible to Participate in the Plan?	8
	<i>Requirements for Plan Participation.....</i>	<i>8</i>
	<i>A Summary of Your Responsibilities.....</i>	<i>8</i>
PART III:	Who is Required to Pay for My Participation in the Plan?	9
	<i>Trust Fund.....</i>	<i>9</i>
	<i>Participant Contributions.....</i>	<i>9</i>
	<i>City Contributions.....</i>	<i>10</i>
PART IV:	When Can I Retire With a Benefit from the Plan?	11
	<i>Normal Retirement Benefit.....</i>	<i>11</i>
	<i>Early Retirement Benefit</i>	<i>11</i>
	<i>Unreduced Retirement Benefit.....</i>	<i>12</i>
	<i>Delayed Retirement Benefit</i>	<i>12</i>
	<i>Vested Deferred Retirement Benefit</i>	<i>12</i>
PART V:	How Are My Retirement Benefits Paid?.....	13
	<i>Standard Forms of Payment</i>	<i>13</i>
	<i>Cost-of-Living Adjustment.....</i>	<i>15</i>
	<i>Guaranteed Minimum Benefit.....</i>	<i>15</i>
PART VI:	How Much is My Retirement Benefit from the Plan?	16
	<i>Creditable Service.....</i>	<i>16</i>
	<i>Average Monthly Earnings</i>	<i>17</i>
	<i>Monthly Accrued Benefit</i>	<i>21</i>
	<i>Calculation of Your Normal or Delayed Retirement Benefit.....</i>	<i>24</i>
	<i>Calculation of Your Early Retirement Benefit.....</i>	<i>33</i>
PART VII:	What Happens If I Leave My Job as a Firefighter Before I Retire?	38
	<i>Refund of Participant Contributions.....</i>	<i>38</i>
	<i>Calculation of Your Vested Deferred Retirement Benefit</i>	<i>38</i>

PART VIII: What Happens If I Become Disabled Before I Retire?	40
<i>Total and Permanent Disability</i>	40
<i>Disability Incurred in the Line of Duty</i>	40
<i>Disability Not Incurred in the Line of Duty</i>	41
<i>Payment of Your Disability Retirement Benefit</i>	41
<i>Limitations on Your Disability Retirement Benefit</i>	42
PART IX: What Happens If I Die Before I Retire?	43
<i>Death Incurred in the Line of Duty</i>	43
<i>Death Not Incurred in the Line of Duty</i>	44
PART X: Other Questions	45
A. <i>What If I Have Other Service Besides What I Have Earned As a Full-Time Firefighter with the City?</i>	45
B. <i>How Do I Apply for Benefits?</i>	45
C. <i>Can I Apply for Disability Benefits After My Retirement Benefits Have Been Approved?</i>	46
D. <i>What Happens If I Return to Work After I Retire or Terminate My Employment?</i>	46
E. <i>How Do I Appeal the Plan Administrative Committee's Decision To Deny My Claim for Disability Benefits?</i>	46
F. <i>How Do I Appeal a Final Determination by the Board of Trustees?</i>	47
PART XI: Other Important Information	48
A. <i>Mandated Payment of Benefits After Age 73 (Or, in Some Cases, Age 70½ or Age 72) When You Are No Longer Employed</i>	48
B. <i>Maximum Retirement Benefits</i>	48
C. <i>Direct Rollover of Eligible Distributions</i>	48
D. <i>Pension Credit for Military Service</i>	48
E. <i>Family Leave</i>	49
F. <i>Assignment of Benefits</i>	50
G. <i>Plan Amendment and Termination</i>	50
H. <i>Plan Administration</i>	50
I. <i>Important Contact Information</i>	51

PART I: City of Atlanta Firefighters' Pension Plan

Introduction

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

The current pension plan was established by State legislators on April 1, 1978 and is commonly referred to as the "1978 Plan." When the 1978 Plan was first implemented as a new plan for the City of Atlanta, firefighters were given the choice either to remain in the older 1964 Plan, also known as the "1964 Plan," or to elect participation under the newer 1978 Plan. For those firefighters who elected coverage under the new 1978 Plan, the employee contribution was increased and those desiring not to elect into the amendment remained under the 1964 Plan with a smaller employee contribution. Because no actively employed firefighters are still covered under the 1964 Plan, this booklet only describes the benefits in effect since April 1, 1978. If you are covered by the 1964 Plan, please refer to your previous summary plan booklet or contact Strategic Benefits Advisors, Inc. for information about your benefits. Also, if you retired or terminated your employment prior to January 1, 2025, some of the benefits described in this booklet may not apply to you.

The 1978 Plan has undergone several amendments by legislators over the last 45 years.

- First, there was an amendment made on January 1, 1986, commonly known as the "1986 Amendment," that changed the plan's disability and death provisions.
- Second, there was an amendment to future benefit accrual rates of the plan in 2001 and this amendment is sometimes referred to as the "2001 Amendment."
- Third, there was an amendment to benefit accrual rates and the normal retirement eligibility provisions of the plan in 2005 and this amendment is sometimes referred to as the "2005 Amendment."
- Fourth, there was an amendment made on July 1, 2010, commonly known as the "2010 Amendment," that reduced benefits for employees hired during the period July 1, 2010 through August 31, 2011. During October 2024, all active participants under the "2010 Amendment" were given the one-time opportunity to choose to be covered by the "2005 Amendment" and effective January 1, 2025 there were no longer any participants under the Plan covered under the "2010 Amendment." All active participants elected to be covered by the "2005 Amendment."
- Fifth, there was an amendment made in October 2011 that is commonly known as the "Hybrid Plan" or the "2011 Amendment" which impacted employees hired on or after September 1, 2011. Employees hired prior to September 1, 2011 were given the option to elect into the "Hybrid Plan".

- Lastly, there was an amendment made in July 2024 called the “2025 Amendment” which impacts all employees hired on or after January 1, 2025 and all active employees as of January 1, 2025 covered under the “2011 Amendment.”

IMPORTANT NOTE: The actual benefit payable to you from the Plan will depend on the particular set of Plan provisions that apply to you. In order to determine the benefit group to which you belong (2001 Amendment, 2005 Amendment, or 2025 Amendment), see “*Your Benefit Group*” on page 4.

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

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

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

We hope that you will find this information helpful for understanding your pension plan benefits. If you have any questions, please contact Strategic Benefits Advisors, Inc. Their office is open during normal business hours on Monday through Friday (except holidays), and they can be reached by telephone at (888) 594-0216, by fax at (866) 201-5033, by e-mail at coapension@sba-inc.com, or by mail at 3567 Parkway Lane, Suite 250, Atlanta, GA 30092-5037.

Strategic Benefits Advisors, Inc. also maintains a website with public information for the City of Atlanta Pension Plans that includes a list of the current trustees, meeting notices, minutes from meetings, monthly investment reports, and annual actuarial and audit reports. The website can be accessed at <https://coa.sba-inc.com/>.

Your Benefit Group

As a participant in the Plan, you are generally included in **only one** of the following benefit groups. However, employees hired prior to September 1, 2011 were allowed a one-time election to transfer into the Hybrid Plan with respect to their employment after October 31, 2011. If you were previously covered under the Hybrid Plan or the 2011 Amendment, you are now covered under the 2025 Amendment.

2001 Amendment

You are included in the 2001 Amendment if you were hired prior to September 1, 2005 and you did **NOT** elect to be covered by the 2011 Amendment.

If you are included in the 2001 Amendment, you will automatically get the greater of your benefit calculated under the 2001 Amendment and your benefit calculated under the 2005 Amendment.

OR

2005 Amendment

You are included in the 2005 Amendment if you were:

(1) hired during the period from September 1, 2005 to June 30, 2010 and you did **NOT** elect coverage under the 2011 Amendment (which is now covered under the 2025 Amendment); or

(2) hired during the period from July 1, 2010 to August 31, 2011 and you elected coverage under the 2005 Amendment and you were actively employed with the City of Atlanta on January 1, 2025.

OR

2025 Amendment

You are included in the 2025 Amendment if you elected to be covered by the 2011 Amendment or if you were hired on or after September 1, 2011.

IMPORTANT: The benefit group to which you belong determines the specific benefits that you are eligible to receive from the Plan. If a particular benefit is not the same for all groups, then that benefit is described in the format shown above. As you read this booklet, please pay careful attention to which rules and benefits apply to your situation.

The Plan at a Glance

SECTION	DESCRIPTION		SEE PAGE
<i>Eligibility</i>	All full-time firefighters employed by the City of Atlanta are eligible to participate in the Plan.		8
<i>Contributions</i>	2025 Amendment	All participants must contribute 11.75% of their basic salary to the Plan. The City of Atlanta also makes a periodic contribution to the Plan as determined by the Plan's actuary.	9
	2001 and 2005 Amendments	<p>All participants must contribute at least 12% of their basic salary to the Plan. (Prior to November 1, 2011, the contribution rates were less than 12%.) <u>Participants who have an eligible beneficiary must contribute an additional 1% of their basic salary.</u> The City of Atlanta also makes a periodic contribution to the Plan as determined by the Plan's actuary.</p> <p><i>NOTE: If you have made contributions at the lower rate (12%) and you add a beneficiary later, then you will be assessed the additional 1% contribution retroactive to your date of hire. Also, if you lose your beneficiary (because of divorce or the death of your spouse, for example), you will retain a credit for the additional 1% contribution that you have already made, but you are not entitled to a refund of the extra 1% contribution.</i></p>	
<i>Normal Retirement</i>	2025 Amendment	You are eligible for normal retirement at age 57 if you have earned at least 10 years of creditable service.	10
	2005 Amendment	You are eligible for normal retirement at age 55 if you have earned at least 10 years of creditable service. Alternatively, you are eligible for normal retirement at age 65 if you have earned at least 5 years of creditable service.	
	2001 Amendment	You are eligible for normal retirement at age 55 if you have earned at least 15 years of creditable service. Alternatively, you are eligible for normal retirement at age 65 if you have earned at least 5 years of creditable service.	
<i>Early Retirement</i>	2025 Amendment	You may retire as early as age 47 if you have earned at least 10 years of creditable service.	10

	2005 Amendment	You may retire at any age if you have earned at least 10 years of creditable service.	
	2001 Amendment	You may retire at any age if you have earned at least 15 years of creditable service.	
Unreduced Retirement	For all benefit groups except for the 2001 Amendment, an employee may retire with 30 years of creditable service and be eligible for an unreduced retirement benefit regardless of age at retirement.		11
Delayed Retirement	You may continue to work after your normal retirement age and earn additional Plan benefits up to the maximum benefit payable from the Plan.		11
Vested Deferred Retirement	If you have earned at least 5 years of creditable service and are not fully vested, you will be entitled to receive retirement benefits at your Normal Retirement Age. If you leave the City and are eligible for Early Retirement, you may start your benefit at any time. If you leave the City and are fully vested but not eligible for Early Retirement, then you may start your benefits at your Early Retirement Age.		11
Disability Retirement	<p>If you become disabled and your disability is service-related, you are eligible for a disability retirement benefit regardless of your service. If you become disabled and your disability is not service-related, you are eligible for a disability retirement benefit only if you have earned at least 5 years of creditable service.</p> <p>Disability retirement benefits will stop if you recover from your disability prior to your normal retirement age. Otherwise, disability retirement benefits are payable until your normal retirement age, at which time your benefit will convert to a normal retirement benefit reflecting creditable service for the period of time while you were disabled.</p>		38
Pre-Retirement Death Benefit	<p>If you die in the line of duty, then your eligible beneficiary will receive a monthly death benefit regardless of your service. If you die other than in the line of duty, then your eligible beneficiary will receive a monthly death benefit only if you have earned at least 5 years of creditable service.</p> <p>The monthly death benefit is payable either for life to your eligible spouse or domestic partner or in equal shares until age 18 to your eligible unmarried children after your spouse's or domestic partner's death (or until age 23 for any unmarried child who is a full-time student).</p>		41

<i>Return of Participant Contributions</i>	In all cases, regardless of your service, you or your beneficiary are guaranteed to receive a refund of your participant contributions to the Plan (generally with interest) offset by any benefits that have been paid on your behalf.	36
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PART II: Am I Eligible to Participate in the Plan?

Requirements for Plan Participation

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

A Summary of Your Responsibilities

As a Plan participant, you are responsible for:

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

Please see the “Important Contact Information” at the end of this summary for Strategic Benefits Advisors, Inc. contact information.

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

Trust Fund

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

Participant Contributions

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

Table 1: Participant Contribution Percentage

Participant Contribution Status	Percentage of Basic Salary	
	2025 Amendment	2001 & 2005 Amendments
Does <u>not</u> have an eligible beneficiary	11.75%	12%
<u>Does</u> have an eligible beneficiary	11.75%	13%

Note that a lower contribution percentage applied prior to November 1, 2011.

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

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

IMPORTANT NOTE: *If you have an eligible beneficiary and you are not included in the 2025 Amendment, then you are required to contribute at the higher percentage (13% of your basic salary after October 31, 2011). If you do not have an eligible beneficiary, you may choose to contribute at the higher percentage in anticipation of*

*the possibility that you will have an eligible beneficiary in the future. **If you do not choose to contribute at the higher percentage and you later have an eligible beneficiary, then you will be required to pay into the Plan an amount equal to 1% of your salary or earnings for all of your creditable service prior to the time that you have an eligible beneficiary. Furthermore, if you do not pay this extra 1% contribution on all of your past service within two years after you have an eligible beneficiary, then you must also pay interest on the retroactive contributions.** You should immediately notify Strategic Benefits Advisors, Inc. if your participant contribution status changes and, as a precaution, you should check to make sure that the proper participant contribution percentage is being deducted from your pay.*

Since 1986, overtime pay (and other special pay received for services rendered in excess of your regular working hours) is not included in your base salary for purposes of determining your participant contributions. In addition, since 1994, employee contributions have been deducted on a pre-tax basis. This means that you do not have to pay federal or state income taxes on your contributions to the Plan at the time the contributions are deducted from your pay since 1994. Instead, tax is due when you receive payment from the Plan – normally upon the issuance of a refund of contributions or upon receipt of a monthly pension benefit.

City Contributions

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

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

Depending upon your age and creditable service (see page 16 for the definition of creditable service under the Plan), normal, early, delayed, or vested deferred retirement benefits may be payable to you upon your termination of employment with the City.

If you leave your job, become disabled, or die prior to retirement, you or your eligible beneficiary(ies) may also be eligible for benefits from the Plan (see Part VII, “What Happens If I Leave My Job As a Firefighter Before I Retire?”, Part VIII, “What Happens If I Become Disabled Before I Retire?”, or Part IX, “What Happens If I Die Before I Retire?” in this summary).

Normal Retirement Benefit

To be eligible to receive a normal retirement benefit, you must reach what is known as your “normal retirement age.” Your normal retirement age depends on your benefit group as described below.

2001 Amendment

Normal retirement age occurs when you either reach age 55 and have earned 15 years of creditable service or you reach age 65 and have earned 5 years of creditable service.

OR

2005 Amendment

Normal retirement age occurs when you either reach age 55 and have earned 10 years of creditable service or you reach age 65 and have earned 5 years of creditable service.

OR

2025 Amendment

Normal retirement age occurs when you reach age 57 and have earned 10 years of creditable service.

Early Retirement Benefit

Your early retirement age depends on your benefit group as described below.

**2001
Amendment**

You must have earned at least 15 years of creditable service before you are eligible to receive an early retirement benefit.

OR**2005
Amendment**

You must have earned at least 10 years of creditable service before you are eligible to receive an early retirement benefit.

OR**2025
Amendment**

You must have reached age 47 and earned at least 10 years of creditable service before you are eligible to receive an early retirement benefit.

Unreduced Retirement Benefit

For all benefit groups except for the 2001 Amendment, an employee may retire with 30 years of creditable service and be eligible for an unreduced retirement benefit regardless of age at retirement.

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

Delayed Retirement Benefit

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

Vested Deferred Retirement Benefit

If you terminate your employment with the City after you have earned at least 5 years of creditable service, but you are not fully vested, then you may be eligible to receive a vested deferred retirement benefit beginning at your Normal Retirement Age. If you leave the City and are eligible for Early Retirement, you may start your benefit anytime. If you leave the City and are fully vested but not eligible for Early Retirement, then you may start your benefits at your Early Retirement Age.

REGARDLESS OF WHEN YOU RETIRE, RETIREMENT BENEFITS WILL NOT BEGIN BEFORE THE FIRST OF THE MONTH FOLLOWING RECEIPT OF YOUR COMPLETED APPLICATION BY STRATEGIC BENEFITS ADVISORS, INC.

PART V: How Are My Retirement Benefits Paid?

Standard Forms of Payment

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

If you do not have an eligible beneficiary when you retire, your retirement benefit will be paid to you as a monthly benefit for your lifetime. For this purpose, an eligible beneficiary is your spouse, registered domestic partner, or your unmarried children who are under age 18 (or under age 23 if a full-time student).

If you do have an eligible beneficiary when you retire or at any date after your retirement, you may designate primary and secondary eligible beneficiaries. Your retirement benefit will be paid to you as a monthly benefit for your lifetime and, upon your death, a portion of your benefit (called the “post-retirement death benefit”) will be payable to your eligible beneficiary, as follows:

- ***If your eligible beneficiary is a legal spouse***, then the applicable post-retirement death benefit will continue automatically to your spouse as a monthly benefit, ***provided that you were married to your spouse for at least one year prior to your death.***
- ***If your eligible beneficiary is a registered domestic partner***, then the applicable post-retirement death benefit will continue automatically to your domestic partner as a monthly benefit, ***provided that you were registered with your domestic partner for at least one year prior to your death.***
- ***If your eligible beneficiary is a dependent child***, then the applicable post-retirement death benefit will be payable in equal shares to your dependent children. In this case, your dependent children include only your unmarried children who are under age 18 (or under age 23 if a full-time student).

If your primary designated beneficiary is not an eligible beneficiary at the time of your death, the post-retirement death benefit will be paid instead to your secondary designated beneficiary. If you have not designated a secondary beneficiary, or if your secondary designated beneficiary is not eligible at the time of your death, the post-retirement death benefit will be paid to your spouse or domestic partner, if he or she is eligible. If the eligible beneficiary who is receiving the post-retirement death benefit becomes ineligible at any time, the post-retirement death benefit shall go to the next eligible beneficiary, as outlined above.

The “post-retirement death benefit” that is payable to your beneficiary(ies) depends on your benefit group, as follows:

2001 & 2005 Amendments

If you contributed the additional 1% of pay for beneficiary coverage, the post-retirement death benefit is equal to 75% of the amount that you were receiving at the time of your death.

OR

2025 Amendment

At the time of your retirement, you will be given two options: (a) receiving your pension benefit payable over only your lifetime and upon your death no further benefits would be payable to any beneficiary(ies), or (b) receiving an actuarially reduced benefit payable over your lifetime and upon your death 75% of the amount you were receiving would be payable to your beneficiary(ies). Should your beneficiary(ies) predecease you or no longer be eligible prior to your death, then no further benefits would be payable at the time of your death.

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

Cost-of-Living Adjustment

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

**2001 & 2005
Amendments**

The annual cost-of-living adjustment is limited to 3%.

If there is a year where the change in the Consumer Price Index is more than 3%, this excess amount above 3% will be banked and applied to a year where the change in the Consumer Price Index is less than 3%.

OR

**2025
Amendment**

The annual cost-of-living adjustment is limited to 2%.

Guaranteed Minimum Benefit

Regardless of whether you retire with a normal, early, unreduced, delayed, or vested deferred benefit or whether you terminate your employment prior to retirement, you are guaranteed at a minimum to receive the amount of your accumulated participant contributions.

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

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

A. Creditable Service

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

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

Worksheet A													
Creditable Service													
(1)	Enter the number of days of unused sick leave _____ days												
(2)	Enter the number of work days per year from the table below: ÷ _____ days												
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 40%;">Years of Base Creditable Service *</th> <th style="width: 60%;">Number of Work Days (excluding allowed vacation days)</th> </tr> </thead> <tbody> <tr> <td><i>Less than 5</i></td> <td>239</td> </tr> <tr> <td><i>At least 5 but less than 10</i></td> <td>236</td> </tr> <tr> <td><i>At least 10 but less than 15</i></td> <td>233</td> </tr> <tr> <td><i>At least 15 but less than 20</i></td> <td>230</td> </tr> <tr> <td><i>At least 20</i></td> <td>226</td> </tr> </tbody> </table>	Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)	<i>Less than 5</i>	239	<i>At least 5 but less than 10</i>	236	<i>At least 10 but less than 15</i>	233	<i>At least 15 but less than 20</i>	230	<i>At least 20</i>	226
Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)												
<i>Less than 5</i>	239												
<i>At least 5 but less than 10</i>	236												
<i>At least 10 but less than 15</i>	233												
<i>At least 15 but less than 20</i>	230												
<i>At least 20</i>	226												
(3)	Unused Sick Leave Service Credit <i>Divide Step (1) by Step (2)</i> = _____ years												
(4)	Enter Base Creditable Service* (elapsed time in days) + _____ years												
(5)	TOTAL CREDITABLE SERVICE <i>Enter the sum of Step (3) and Step (4)</i> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></div> = _____ years 												

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

Note that, if you have other periods of employment with the City, the state of Georgia, certain Georgia counties, or as a teacher within the state of Georgia, you may, under certain circumstances, be able to receive additional creditable service for such employment as explained in “*What If I Have Other Service Besides What I Have Earned As a Full-Time Firefighter with the City?*” (see Part X, question A, in this summary). Creditable service will also be granted under the Plan for certain military service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

B. **Average Monthly Earnings**

The amount of your monthly accrued benefit from the pension plan also depends upon your **average monthly earnings**. Your average monthly earnings is calculated differently depending on your benefit group:

2025 Amendment

The value of your average monthly earnings is the average of your base salary for the highest 60 consecutive months during your period of creditable service. Overtime pay and other special compensation in excess of your base salary is not considered in determining your average monthly earnings. However, your average monthly earnings will include an **accumulated vacation pay credit**.

OR

2001 & 2005 Amendments

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

Under federal law, solely for purposes of the pension plan, your earnings above a certain annual limit, adjusted for inflation from time to time, are excluded for purposes of determining your benefit under the Plan. For 2025, this limit has been adjusted to \$350,000 and the limit may be higher in the future. If you have questions about how the limit on earnings affects you or your benefits under the Plan, please contact Strategic Benefits Advisors, Inc.

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

Worksheet B (2025 AMENDMENT) Average Monthly Earnings														
(1) Enter the highest 60 months of base salary during your term of employment:														
<u>Period</u>	<u>Base Salary</u>													
_____	\$	_____												
_____	\$	_____												
_____	\$	_____												
_____	\$	_____												
_____	\$	_____												
_____	\$	_____												
(2) Enter the sum of the total 60 months of base salary from Step (1) \$ _____														
(3) Enter the number of days of accumulated vacation _____ day(s)														
(4) Enter the monthly vacation accrual rate from the table below:														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px 5px;">Years of Base Creditable Service</th> <th style="padding: 2px 5px;">Days Per Month</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 5px;"><i>Less than 5</i></td> <td style="padding: 2px 5px;"><i>Enter 1.0000</i></td> </tr> <tr> <td style="padding: 2px 5px;"><i>At least 5 but less than 10</i></td> <td style="padding: 2px 5px;"><i>Enter 1.2500</i></td> </tr> <tr> <td style="padding: 2px 5px;"><i>At least 10 but less than 15</i></td> <td style="padding: 2px 5px;"><i>Enter 1.5000</i></td> </tr> <tr> <td style="padding: 2px 5px;"><i>At least 15 but less than 20</i></td> <td style="padding: 2px 5px;"><i>Enter 1.7500</i></td> </tr> <tr> <td style="padding: 2px 5px;"><i>At least 20</i></td> <td style="padding: 2px 5px;"><i>Enter 2.0833</i></td> </tr> </tbody> </table>	Years of Base Creditable Service	Days Per Month	<i>Less than 5</i>	<i>Enter 1.0000</i>	<i>At least 5 but less than 10</i>	<i>Enter 1.2500</i>	<i>At least 10 but less than 15</i>	<i>Enter 1.5000</i>	<i>At least 15 but less than 20</i>	<i>Enter 1.7500</i>	<i>At least 20</i>	<i>Enter 2.0833</i>	÷	day(s) per month. _____
Years of Base Creditable Service	Days Per Month													
<i>Less than 5</i>	<i>Enter 1.0000</i>													
<i>At least 5 but less than 10</i>	<i>Enter 1.2500</i>													
<i>At least 10 but less than 15</i>	<i>Enter 1.5000</i>													
<i>At least 15 but less than 20</i>	<i>Enter 1.7500</i>													
<i>At least 20</i>	<i>Enter 2.0833</i>													
(5) Divide Step (3) by Step (4) = _____ month(s)														
(6) Enter the daily rate as of last day worked = \$ _____														
(7) Total dollar amount attributable to accumulated vacation <i>[Step (6) \$ _____ multiplied by Step (3) _____ day(s)]</i> = \$ _____														
(8) Monthly accumulated vacation pay credit <i>[Step (7) \$ _____ divided by Step (5) _____ month(s)]</i> = \$ _____														
(9) Enter the lesser of the amount from Step (5) or 60 months x _____ month(s)														
(10) Accumulated Vacation Pay Credit <i>Multiply Step (8) by Step (9)</i> = \$ _____														
(11) Add Steps (2) and (10) = \$ _____														
(12) AVERAGE MONTHLY EARNINGS <i>Divide Step (11) by 60 months</i> ÷ 60 = \$ 														

Worksheet B
(2001 & 2005 AMENDMENTS)
Average Monthly Earnings

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

<u>Period</u>	<u>Base Salary</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

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

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

- (5) Subtract Step (4) from Step (3) = \$ _____

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

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

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

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

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

÷ _____ day(s)
per month.

- (10) Divide Step (8) by Step (9) = _____ month(s)

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

- (12) Divide Step (11) by 260 ÷ 260 = _____

(13)	Enter the daily rate of pay from Step (3)	X	\$	_____
(14)	Multiply Step (12) by Step (13)	=	\$	_____
(15)	Total dollar amount attributable to accumulated vacation <i>[Step (14) \$_____ multiplied by Step (8) _____ day(s)]</i>	=	\$	_____
(16)	Monthly accumulated vacation pay credit <i>[Step (15) \$_____ divided by Step (10) _____ month(s)]</i>	=	\$	_____
(17)	Enter the lesser of the amount from Step (10) or 36 months	x	_____	month(s)
(18)	Accumulated Vacation Pay Credit <i>Multiply Step (16) by Step (17)</i>	=	\$	_____
<hr/>				
(19)	Add Steps (2), (7), and (18)	=	\$	_____
(20)	AVERAGE MONTHLY EARNINGS <i>Divide Step (19) by 36 months</i>	÷ 36	=	\$

C. Monthly Accrued Benefit

Your monthly accrued benefit is calculated as follows:

<u>Worksheet C</u> (2001 AMENDMENT) Monthly Accrued Benefit		
(1)	Enter total Creditable Service from Worksheet A, Step (5)	_____ years
(2)	Enter Creditable Service earned through February 28, 2001	_____ years
(3)	Creditable Service earned after February 28, 2001 <i>Subtract Step (2) from Step (1)</i>	= _____ years
(4)	Enter Average Monthly Earnings from Worksheet B, Step (20)	\$ _____
(5)	Enter applicable benefit accrual rate of 2%	_____ 0.02
(6)	Enter Creditable Service from Step (2)	x _____ years
(7)	Enter Average Final Earnings from Step (4)	x \$ _____
(8)	Monthly Accrued Benefit as of February 28, 2001 <i>Multiply Step (5) by Step (6) by Step (7)</i>	= \$ _____
(9)	Enter applicable benefit accrual rate of 3%	_____ 0.03
(10)	Enter Creditable Service from Step (3)	x _____ years
(11)	Enter Average Final Earnings from Step (4)	x \$ _____
(12)	Monthly Accrued Benefit earned after February 28, 2001 <i>Multiply Step (9) by Step (10) by Step (11)</i>	= \$ _____
(13)	MONTHLY ACCRUED BENEFIT <i>Enter the sum of Step (8) and Step (12)</i>	= \$

OR

Worksheet C
(2005 AMENDMENT)
Monthly Accrued Benefit

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

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

OR

Worksheet C
(2025 AMENDMENT)
Monthly Accrued Benefit

- | | | | |
|------|---|--|-------|
| (1) | Enter total Creditable Service from Worksheet A, Step (5) | _____ | years |
| (2) | Enter Creditable Service as of 12/31/2024
<small>(Enter 0 if hired on or after 1/1/2025)</small> | = _____ | years |
| (3) | Multiply Step (2) by 1.0% | = _____ | % |
| (4) | Enter Incremental Service after 12/31/2024 to get to 10 years
[Lesser of Step (1) and 10 minus Step (2), no less than 0] | = _____ | years |
| (5) | Multiply Step (4) by 1.6% | = _____ | % |
| (6) | Enter Service between 10 and 20 years earned after 12/31/2024
[Lesser of Step (1) and 20 minus sum of Step (2) and Step (4)] | = _____ | years |
| (7) | Multiply Step (6) by 2.0% | = _____ | % |
| (8) | Enter Service over 20 years earned after 12/31/2024 [Lesser of
Step (1) minus sum of Step (2), Step (4) and Step (6)] | = _____ | years |
| (9) | Multiply Step (8) by 2.4% | = _____ | % |
| (10) | Your Multiplier is the sum of Steps (3), (5), (7) and (9),
limited to 70% | = _____ | % |
| (11) | Enter Average Monthly Earnings from Worksheet B, Step (12) | = \$ _____ | |
| (12) | MONTHLY ACCRUED BENEFIT
<i>Multiply Step (10) by Step (11)</i> | = \$ | |

Calculation of Your Normal or Delayed Retirement Benefit

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

Example #1 – Normal Retirement Benefit for 2001 Amendment

Let's assume that you are included in the 2001 Amendment and that you retire at age 55 with 29.3333 years of base creditable service (6.25 years of which were earned prior to March 1, 2001), 88 days of unused sick leave, and 80 days of accumulated vacation. Let's also assume that your highest consecutive 36 months of base salary during your term of employment are as follows:

<u>Period</u>	<u>Base Salary</u>
4/1/2021 – 12/31/2021	\$ 52,500.00
1/1/2022 – 12/31/2022	\$ 72,000.00
1/1/2023 – 12/31/2023	\$ 74,500.00
1/1/2024 – 3/31/2024	\$ 19,000.00

Finally, during this 36 month period, let's assume that your highest daily rate of pay is \$336.28 per day and your lowest daily rate of pay is \$309.73 per day.

In this case, your normal retirement benefit will be \$5,579.90 per month payable for your lifetime, calculated as follows:

<u>Worksheet A</u>													
Creditable Service													
(1)	Enter the number of days of unused sick leave <u>88.0000</u> days												
(2)	Enter the number of work days per year from the table below: ÷ <u>226</u> days												
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 40%;">Years of Base Creditable Service *</th> <th>Number of Work Days (excluding allowed vacation days)</th> </tr> </thead> <tbody> <tr> <td><i>Less than 5</i></td> <td>239</td> </tr> <tr> <td><i>At least 5 but less than 10</i></td> <td>236</td> </tr> <tr> <td><i>At least 10 but less than 15</i></td> <td>233</td> </tr> <tr> <td><i>At least 15 but less than 20</i></td> <td>230</td> </tr> <tr> <td><i>At least 20</i></td> <td>226</td> </tr> </tbody> </table>	Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)	<i>Less than 5</i>	239	<i>At least 5 but less than 10</i>	236	<i>At least 10 but less than 15</i>	233	<i>At least 15 but less than 20</i>	230	<i>At least 20</i>	226
Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)												
<i>Less than 5</i>	239												
<i>At least 5 but less than 10</i>	236												
<i>At least 10 but less than 15</i>	233												
<i>At least 15 but less than 20</i>	230												
<i>At least 20</i>	226												
(3)	Unused Sick Leave Service Credit Divide Step (1) by Step (2) = <u>0.3894</u> years												
(4)	Enter Base Creditable Service* (Elapsed time in days) + <u>29.3333</u> years												
(5)	TOTAL CREDITABLE SERVICE Enter the sum of Step (3) and Step (4) = <u>29.7227</u> years												

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

Average Monthly Earnings

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

<u>Period</u>	<u>Base Salary</u>
<u>4/1/2021 - 12/31/2021</u>	\$ <u>52,500.00</u>
<u>1/1/2022 - 12/31/2022</u>	\$ <u>72,000.00</u>
<u>1/1/2023 - 12/31/2023</u>	\$ <u>74,500.00</u>
<u>1/1/2024 - 3/31/2024</u>	\$ <u>19,000.00</u>

- | | | | |
|-----|---|----|-------------------|
| (2) | Enter the sum of the total 36 months of base salary from Step (1) | \$ | 218,000.00 |
|-----|---|----|-------------------|

- | | | | |
|-----|--|----|---------------|
| (3) | Enter highest daily rate of pay during the 36-month period shown in Step (1) | \$ | 336.28 |
|-----|--|----|---------------|

- | | | | |
|-----|---|----|---------------|
| (4) | Enter lowest daily rate of pay during the 36-month period shown in Step (1) | \$ | 309.73 |
|-----|---|----|---------------|

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

- | | | | |
|-----|---------------------------------|------|--------------|
| (5) | Subtract Step (4) from Step (3) | = \$ | 26.55 |
|-----|---------------------------------|------|--------------|

- (6) Enter the number of days of unused sick leave x **88** day(s)

- | | | | |
|-----|--------------------------------------|------|-----------------|
| (7) | Unused Sick Leave Pay Credit | | |
| | <i>Multiply Step (5) by Step (6)</i> | = \$ | 2 336.40 |

- (8) Enter the number of days of accumulated vacation **80** day(s)

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

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

- (10) Divide Step (8) by Step (9) = **38.40** month(s)

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

- $$(12) \quad \text{Divide Step 11 by 260} \qquad \div 260 = \underline{\underline{.8692}}$$

- | | | | | |
|------|---|---|----|---------------|
| (13) | Enter the daily rate of pay from Step (3) | x | \$ | 336.28 |
|------|---|---|----|---------------|

- (14) Multiply Step (12) by Step (13) = **292.29**

- (15) Total dollar amount attributable to accumulated vacation
[Step (14) \$ 292.29 multiplied by Step (8) 80 days(s)] = \$ 23,383.20

- (16) Monthly accumulated vacation pay credit

$$[\text{Step (15) } \$ 23,383.20 \text{ divided by Step (10) } 38.40 \text{ month(s)}] = \$ 608.94$$

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

- | | | | |
|------|--|------|------------------|
| (18) | Accumulated Vacation Pay Credit | | |
| | <i>Multiply Step (16) by Step (17)</i> | = \$ | 21,921.84 |

- (19) Add Steps (2), (7), and (18) = \$ 242,258.24

- | | | | | |
|------|---|------|------|-----------------|
| (20) | AVERAGE MONTHLY EARNINGS
<i>Divide Step (19) by 36 months</i> | ÷ 36 | = \$ | 6 729.40 |
|------|---|------|------|-----------------|

Example #1 (continued)

Worksheet C		
Monthly Accrued Benefit		
(1)	Enter total Creditable Service from Worksheet A, Step (5)	<u>29.7227</u> years
(2)	Enter Creditable Service earned through February 28, 2001	<u>6.2500</u> years
(3)	Creditable Service earned after February 28, 2001 <i>Subtract Step (2) from Step (1)</i>	= <u>23.4727</u> years
(4)	Enter Average Monthly Earnings from Worksheet B, Step (20)	\$ <u>6,729.40</u>
(5)	Enter applicable benefit accrual rate of 2%	<u>0.02</u>
(6)	Enter Creditable Service from Step (2)	x <u>6.25000</u> years
(7)	Enter Average Final Earnings from Step (4)	x \$ <u>6,729.40</u>
(8)	Monthly Accrued Benefit as of February 28, 2001 <i>Multiply Step (5) by Step (6) by Step (7)</i>	= \$ <u>841.18</u>
(9)	Enter applicable benefit accrual rate of 3%	<u>0.03</u>
(10)	Enter Creditable Service from Step (3)	x <u>23.4727</u> years
(11)	Enter Average Final Earnings from Step (4)	x \$ <u>6,729.40</u>
(12)	Monthly Accrued Benefit earned after February 28, 2001 <i>Multiply Step (9) by Step (10) by Step (11)</i>	= \$ <u>4,738.72</u>
(13)	MONTHLY ACCRUED BENEFIT <i>Enter the sum of Step (8) and Step (12)</i>	<div style="border: 2px solid black; padding: 2px;">= \$ 5,579.90</div>

Example #2 – Normal Retirement Benefit under 2005 Amendment

Let's assume that you are included in the 2005 Amendment and that you retire at age 55 with 21 years of base creditable service, 104 days of unused sick leave, and 75 days of accumulated vacation. Let's also assume that your highest consecutive 36 months of base salary during your term of employment are as follows:

<u>Period</u>	<u>Base Salary</u>
10/1/2021 – 12/31/2021	\$ 52,500.00
1/1/2022 – 12/31/2022	\$ 72,000.00
1/1/2023 – 12/31/2023	\$ 74,500.00
1/1/2024 – 9/30/2024	\$ 19,000.00

Finally, during this 36 month period, let's assume that your highest daily rate of pay is \$336.28 per day and your lowest daily rate of pay is \$309.73 per day.

In this case, your normal retirement benefit will be \$4,340.03 per month payable for your lifetime, calculated as follows:

<u>Worksheet A</u>														
Creditable Service														
(1)	Enter the number of days of unused sick leave	_____ 104 Days												
(2)	Enter the number of work days per year from the table below:	÷ _____ 226 Days												
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 50%;">Years of Base Creditable Service *</th> <th style="width: 50%;">Number of Work Days (excluding allowed vacation days)</th> </tr> </thead> <tbody> <tr> <td>Less than 5</td> <td>239</td> </tr> <tr> <td>At least 5 but less than 10</td> <td>236</td> </tr> <tr> <td>At least 10 but less than 15</td> <td>233</td> </tr> <tr> <td>At least 15 but less than 20</td> <td>230</td> </tr> <tr> <td>At least 20</td> <td>226</td> </tr> </tbody> </table>	Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)	Less than 5	239	At least 5 but less than 10	236	At least 10 but less than 15	233	At least 15 but less than 20	230	At least 20	226	
Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)													
Less than 5	239													
At least 5 but less than 10	236													
At least 10 but less than 15	233													
At least 15 but less than 20	230													
At least 20	226													
(3)	Unused Sick Leave Service Credit Divide Step (1) by Step (2)	= _____ 0.4602 Years												
(4)	Enter Base Creditable Service* (Elapsed time in days)	+ _____ 21 Years												
(5)	TOTAL CREDITABLE SERVICE Enter the sum of Step (3) and Step (4)	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> = 21.4602 </div> Years												

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

Example #2 (continued)

Worksheet B													
Average Monthly Earnings													
(1) Enter the highest 36 months of base salary during your term of employment:													
<u>Period</u>	<u>Base Salary</u>												
<u>10/1/2021 - 12/31/2021</u>	\$ <u>52,500.00</u>												
<u>1/1/2022 - 12/31/2022</u>	\$ <u>72,000.00</u>												
<u>1/1/2023 - 12/31/2023</u>	\$ <u>74,500.00</u>												
<u>1/1/2024 - 9/30/2024</u>	\$ <u>19,000.00</u>												
(2) Enter the sum of the total 36 months of base salary from Step (1) \$ <u>218,000.00</u>													
(3) Enter highest daily rate of pay during the 36-month period shown in Step (1) \$ <u>336.28</u>													
(4) Enter lowest daily rate of pay during the 36-month period shown in Step (1) \$ <u>309.73</u>													
<i>[These daily rates are based on the actual number of work days in a year (excluding allowed vacation days) as shown in Worksheet A, Step (2).]</i>													
(5) Subtract Step (4) from Step (3) = \$ <u>26.55</u>													
(6) Enter the number of days of unused sick leave x <u>104</u> day(s)													
(7) Unused Sick Leave Pay Credit <i>Multiply Step (5) by Step (6)</i> = \$ <u>2,761.20</u>													
(8) Enter the number of days of accumulated vacation <u>75</u> day(s)													
(9) Enter the monthly vacation accrual rate from the table below:													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Years of Base Creditable Service</th> <th style="text-align: center;">Days Per Month</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Less than 5</i></td> <td style="text-align: center;"><i>Enter 1.0000</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 5 but less than 10</i></td> <td style="text-align: center;"><i>Enter 1.2500</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 10 but less than 15</i></td> <td style="text-align: center;"><i>Enter 1.5000</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 15 but less than 20</i></td> <td style="text-align: center;"><i>Enter 1.7500</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 20</i></td> <td style="text-align: center;"><i>Enter 2.0833</i></td> </tr> </tbody> </table>	Years of Base Creditable Service	Days Per Month	<i>Less than 5</i>	<i>Enter 1.0000</i>	<i>At least 5 but less than 10</i>	<i>Enter 1.2500</i>	<i>At least 10 but less than 15</i>	<i>Enter 1.5000</i>	<i>At least 15 but less than 20</i>	<i>Enter 1.7500</i>	<i>At least 20</i>	<i>Enter 2.0833</i>	<div style="text-align: right;"> <div>÷ <u>2.0833</u> day(s) per month.</div> <div>= <u>36</u> month(s)</div> </div>
Years of Base Creditable Service	Days Per Month												
<i>Less than 5</i>	<i>Enter 1.0000</i>												
<i>At least 5 but less than 10</i>	<i>Enter 1.2500</i>												
<i>At least 10 but less than 15</i>	<i>Enter 1.5000</i>												
<i>At least 15 but less than 20</i>	<i>Enter 1.7500</i>												
<i>At least 20</i>	<i>Enter 2.0833</i>												
(10) Divide Step (8) by Step (9) = <u>36</u> month(s)													
(11) Enter the number of work days per year from Worksheet (A), Step (2) <u>226</u> day(s)													
(12) Divide Step (11) by 260 ÷ 260 = <u>.8692</u>													
(13) Enter the daily rate of pay from Step (3) x \$ <u>336.28</u>													
(14) Multiply Step (12) by Step (13) = \$ <u>292.29</u>													
(15) Total dollar amount attributable to accumulated vacation <i>[Step (14) \$ <u>292.29</u> multiplied by Step (8) <u>75</u> days(s)]</i> = \$ <u>21,921.75</u>													
(16) Monthly accumulated vacation pay credit <i>[Step (15) \$ <u>21,921.75</u> divided by Step (10) <u>36</u> month(s)]</i> = \$ <u>608.94</u>													
(17) Enter the lesser of the amount from Step (10) or 36 months x <u>36</u> month(s)													
(18) Accumulated Vacation Pay Credit <i>Multiply Step (16) by Step (17)</i> = \$ <u>21,921.84</u>													
(19) Add Steps (2), (7), and (18) = \$ <u>242,683.04</u>													
(20) AVERAGE MONTHLY EARNINGS <i>Divide Step (19) by 36 months</i> ÷ 36 = \$ <u>6,741.20</u>													

Example #2 (continued)

Worksheet C		
Monthly Accrued Benefit		
(1)	Enter total Creditable Service from Worksheet A, Step (5)	<u>21.4602</u> years
(2)	Enter the lesser of Step (1) and 26.667	= <u>21.4602</u> years
(3)	Enter Average Monthly Earnings from Worksheet B, Step (20)	x \$ <u>6,740.20</u>
(4)	Enter applicable benefit accrual rate of 3%	x <u>0.03</u>
(5)	MONTHLY ACCRUED BENEFIT <i>Multiply Step (2) by Step (3) by Step (4)</i>	<div>= \$ 4,340.03</div>

Example #3 – Normal Retirement Benefit for the 2025 Amendment

Let's assume that you are included in the 2025 Amendment and that you retire at age 57 with 21 years of base creditable service, 104 days of unused sick leave, and 75 days of accumulated vacation. Service as of 12/31/2024 is 11.25 years. Let's also assume that your highest consecutive 60 months of base salary during your term of employment are as follows:

<u>Period</u>	<u>Base Salary</u>
10/1/2029 – 12/31/2029	\$ 16,500.00
1/1/2030 – 12/31/2030	\$ 68,000.00
1/1/2031 – 12/31/2031	\$ 70,000.00
1/1/2032 – 12/31/2032	\$ 72,000.00
1/1/2033 – 12/31/2033	\$ 74,000.00
1/1/2034 – 9/30/2034	\$ 57,000.00

In this case, your normal retirement benefit will be \$2,039.68 per month payable for your lifetime, calculated as follows:

<u>Worksheet A</u>														
Creditable Service														
(1)	Enter the number of days of unused sick leave	_____ 104 Days												
(2)	Enter the number of work days per year from the table below:	÷ _____ 226 Days												
<table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 40%;">Years of Base Creditable Service *</th> <th style="width: 60%;">Number of Work Days (excluding allowed vacation days)</th> </tr> </thead> <tbody> <tr> <td><i>Less than 5</i></td> <td style="text-align: center;">239</td> </tr> <tr> <td><i>At least 5 but less than 10</i></td> <td style="text-align: center;">236</td> </tr> <tr> <td><i>At least 10 but less than 15</i></td> <td style="text-align: center;">233</td> </tr> <tr> <td><i>At least 15 but less than 20</i></td> <td style="text-align: center;">230</td> </tr> <tr> <td><i>At least 20</i></td> <td style="text-align: center;">226</td> </tr> </tbody> </table>			Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)	<i>Less than 5</i>	239	<i>At least 5 but less than 10</i>	236	<i>At least 10 but less than 15</i>	233	<i>At least 15 but less than 20</i>	230	<i>At least 20</i>	226
Years of Base Creditable Service *	Number of Work Days (excluding allowed vacation days)													
<i>Less than 5</i>	239													
<i>At least 5 but less than 10</i>	236													
<i>At least 10 but less than 15</i>	233													
<i>At least 15 but less than 20</i>	230													
<i>At least 20</i>	226													
(3)	Unused Sick Leave Service Credit <i>Divide Step (1) by Step (2)</i>	= _____ 0.4602 Years												
(4)	Enter Base Creditable Service* (Elapsed time in days)	+ _____ 21 Years												
(5)	TOTAL CREDITABLE SERVICE <i>Enter the sum of Step (3) and Step (4)</i>	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> = 21.4602 </div> Years												

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

Example #3 (continued)

Worksheet B													
Average Monthly Earnings													
(1) Enter the highest 120 months of base salary during your term of employment:													
Period	Base Salary												
<u>10/1/2029 - 12/31/2029</u>	\$ <u>16,500.00</u>												
<u>1/1/2030 - 12/31/2030</u>	\$ <u>68,000.00</u>												
<u>1/1/2031 - 12/31/2021</u>	\$ <u>70,000.00</u>												
<u>1/1/2022 - 12/31/2032</u>	\$ <u>72,000.00</u>												
<u>1/1/2023 - 12/31/2033</u>	\$ <u>74,000.00</u>												
<u>1/1/2034 - 9/30/2034</u>	\$ <u>57,000.00</u>												
(2) Enter the sum of the total 60 months of base salary from Step (1) \$ <u>357,500.00</u>													
(3) Enter the number of days of accumulated vacation <u>75</u> day(s)													
(4) Enter the monthly vacation accrual rate from the table below:													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Years of Base Creditable Service</th> <th style="text-align: center;">Days Per Month</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Less than 5</i></td> <td style="text-align: center;"><i>Enter 1.0000</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 5 but less than 10</i></td> <td style="text-align: center;"><i>Enter 1.2500</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 10 but less than 15</i></td> <td style="text-align: center;"><i>Enter 1.5000</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 15 but less than 20</i></td> <td style="text-align: center;"><i>Enter 1.7500</i></td> </tr> <tr> <td style="text-align: center;"><i>At least 20</i></td> <td style="text-align: center;"><i>Enter 2.0833</i></td> </tr> </tbody> </table>	Years of Base Creditable Service	Days Per Month	<i>Less than 5</i>	<i>Enter 1.0000</i>	<i>At least 5 but less than 10</i>	<i>Enter 1.2500</i>	<i>At least 10 but less than 15</i>	<i>Enter 1.5000</i>	<i>At least 15 but less than 20</i>	<i>Enter 1.7500</i>	<i>At least 20</i>	<i>Enter 2.0833</i>	<div style="text-align: right;"> <div>÷ <u>2.0833</u> day(s) per month.</div> <div>= <u>36</u> month(s)</div> </div>
Years of Base Creditable Service	Days Per Month												
<i>Less than 5</i>	<i>Enter 1.0000</i>												
<i>At least 5 but less than 10</i>	<i>Enter 1.2500</i>												
<i>At least 10 but less than 15</i>	<i>Enter 1.5000</i>												
<i>At least 15 but less than 20</i>	<i>Enter 1.7500</i>												
<i>At least 20</i>	<i>Enter 2.0833</i>												
(5) Divide Step (3) by Step (4)													
(6) Enter the daily rate of pay as of last day worked = \$ <u>292.29</u>													
(7) Total dollar amount attributable to accumulated vacation [Step (6) \$ <u>292.29</u> multiplied by Step (3) <u>75</u> days(s)] = \$ <u>21,921.75</u>													
(8) Monthly accumulated vacation pay credit [Step (7) \$ <u>21,921.75</u> divided by Step (5) <u>36</u> month(s)] = \$ <u>608.94</u>													
(9) Enter the lesser of the amount from Step (5) or 60 months x <u>36</u> month(s)													
(10) Accumulated Vacation Pay Credit Multiply Step (8) by Step (9) = \$ <u>21,921.84</u>													
(11) Add Steps (2) and (10) = \$ <u>379,421.84</u>													
(12) AVERAGE MONTHLY EARNINGS Divide Step (11) by 60 months ÷ 60 = \$ <u>6,323.70</u>													

Example #3 (continued)

Worksheet C (2025 AMENDMENT) Monthly Accrued Benefit		
(1)	Enter total Creditable Service from Worksheet A, Step (5)	<u>21.4602</u> years
(2)	Enter Creditable Service as of 12/31/2024 (Enter 0 if hired on or after 1/1/2025)	= <u>11.2500</u> years
(3)	Multiply Step (2) by 1.0%	= <u>11.2500</u> %
(4)	Enter Incremental Service after 12/31/2024 to get to 10 years [Lesser of Step (1) and 10 minus Step (2), no less than 0]	= <u>0.0000</u> years
(5)	Multiply Step (4) by 1.6%	= <u>0.0000</u> %
(6)	Enter Service between 10 and 20 years earned after 12/31/2024 [Lesser of Step (1) and 20 minus sum of Step (2) and Step (4)]	= <u>8.7500</u> years
(7)	Multiply Step (6) by 2.0%	= <u>17.5000</u> %
(8)	Enter Service over 20 years earned after 12/31/2024 [Lesser of Step (1) minus sum of Step (2), Step (4) and Step (6)]	= <u>1.4602</u> years
(9)	Multiply Step (8) by 2.4%	= <u>3.5045</u> %
(10)	Your Multiplier is the sum of Steps (3), (5), (7) and (9), limited to 70%	= <u>32.2545</u> %
(11)	Enter Average Monthly Earnings from Worksheet B, Step (12)	= \$ <u>6,323.70</u>
(12)	MONTHLY ACCRUED BENEFIT <i>Multiply Step (10) by Step (11)</i>	= \$ <u>2,039.68</u>

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

Calculation of Your Early Retirement Benefit

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

**2025
Amendment**

Your normal retirement benefit minus 0.5% for each month that your early retirement age is less than age 57.

OR**2001
& 2005
Amendments**

Your normal retirement benefit minus: (a) 0.5% for each of the first 60 months that your early retirement age is less than age 55, and minus: (b) 0.25% for each month in excess of 60 months that your early retirement age is less than age 55.

Note: You may elect to receive an ***Unreduced Retirement Benefit*** if you retire under the 2005 or 2025 amendments and have worked 30 years of credited service. If you meet this criteria, your retirement benefit will not be reduced for early commencement prior to your normal retirement date.

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

Worksheet D
(FOR 2025 AMENDMENT)

Early Retirement Benefit

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

Worksheet D
(FOR 2001 & 2005 AMENDMENTS)
Early Retirement Benefit

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

Example #4 – Early Retirement Benefit (2025 Amendment)

Let's assume that you are included in the 2025 Amendment, that you retire at age 49 with 15 years of creditable service, and that your monthly accrued benefit payable at your normal retirement age is \$2,050.00 per month.

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

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

Example #5 – Early Retirement Benefit (2001 & 2005 Amendments)

Let's assume that you are not included in the 2001 or 2005 Amendment, that you retire at age 49 with 15 years of creditable service, and that your monthly accrued benefit payable at your normal retirement age is \$2,050.00 per month.

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

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

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

Refund of Participant Contributions

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

If you terminate your employment with the City and you are not partially or fully vested (see the discussion below) and are not terminating due to death or disability incurred in the line of duty, the refund of your participant contributions is the only benefit that will be payable to you or your beneficiary. If you do not apply for your refund within five years of your termination of employment, you will forfeit any accumulated interest on your total accumulated contributions.

Calculation of Your Vested Deferred Retirement Benefit

If you terminate your employment with the City after you have earned at least 5 years of creditable service, but you are not fully vested, then you may be eligible to receive a vested deferred retirement benefit beginning at your Normal Retirement Age. If you leave the City and are eligible for Early Retirement, you may start your benefit anytime. If you leave the City and are fully vested but not eligible for Early Retirement, then you may start your benefits once you attain your Early Retirement Age.

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

Table 2: Vested Percentages

2005 & 2025 Amendments

Years of Creditable Service	Vested Percentage
Less than 5	0%
At least 5, but less than 6	25%
At least 6, but less than 7	30%
At least 7, but less than 8	35%
At least 8, but less than 9	40%
At least 9, but less than 10	45%
At least 10	100%

Table 2: Vested Percentages (continued)**2001 Amendment**

Years of Creditable Service	Vested Percentage
Less than 5	0%
At least 5, but less than 6	25%
At least 6, but less than 7	30%
At least 7, but less than 8	35%
At least 8, but less than 9	40%
At least 9, but less than 10	45%
At least 10, but less than 11	50%
At least 11, but less than 12	55%
At least 12, but less than 13	60%
At least 13, but less than 14	65%
At least 14, but less than 15	70%
At least 15	100%

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

Example #7 – Vested Deferred Retirement Benefit

Let's assume that you leave employment with the City at age 45 with 9 years of creditable service and that your monthly accrued benefit under the Plan is \$1,000.00 per month.

Your vested deferred retirement benefit will be \$450.00 per month payable for your lifetime starting at the participant's Normal Retirement Age which is age 55 for a participant under the 2005 Amendment and age 57 for a participant under the 2025 Amendment, calculated as follows:

<u>Your Monthly Accrued Benefit</u>		<u>Vested Percentage From Table 2</u>		<u>Your Life Annuity Payable at Normal Retirement Age</u>
\$ 1,000.00	x	45%	=	\$ 450.00

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

Total and Permanent Disability

You will be considered to be ***totally and permanently disabled*** under the Plan if your disability is determined to be a continuous state of incapacity due to illness or injury such that: (a) you are prevented from performing your regular assigned or comparable duties during your first 12 months of disability, and (b) are thereafter prevented from engaging in any occupation for which you have become reasonably qualified by education, training, or experience.

The Plan Administrative Committee has the right, at least once a year, to require you to submit to a medical examination in order to determine if you continue to qualify as being totally and permanently disabled as defined by the Plan. If the Plan Administrative Committee determines that you no longer qualify as being totally and permanently disabled, your disability benefits will be discontinued.

Disability Incurred In the Line of Duty

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

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

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

2001 & 2005 Amendments

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

OR

2025 Amendment

The greater of: (a) your monthly accrued benefit determined as of your date of disability, (b) your monthly accrued benefit determined as of your date of disability using a 2% multiplier in lieu of 1%, and (c) 50% of your average monthly earnings determined as of your date of disability. However, your benefit will be re-calculated when you reach age 57. The re-calculated amount will be based on the 2025 multiplier formula and include creditable service for your period of disability, but will not include any cost-of-living adjustments that were applied to your previous disability benefit.

Disability Not Incurred in the Line of Duty

If you become totally and permanently disabled from a non-service related injury while an active employee of the City with ***at least five years of creditable service***, you may be eligible to receive a monthly disability retirement benefit from the Plan. The calculation is the same as for a non-catastrophic disability incurred in the line of duty.

Payment of Your Disability Retirement Benefit

The fund will pay a disability benefit to you until you either reach your Normal Retirement Age or recover from your disability as described below. Disability retirement benefits will stop if you recover from your disability prior to your Normal Retirement Age. Otherwise, disability retirement benefits are payable until your Normal Retirement Age, at which time your benefit will convert to a normal, early, or vested deferred retirement benefit, whichever you are eligible for. Your re-calculated retirement benefit will be determined by the Plan provisions in effect at the time you last worked in active service and will reflect creditable service for the period of time while you were disabled, but will not include any cost-of-living adjustments that were applied to your previous disability benefit.

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

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

Limitations on Your Disability Retirement Benefit

Your disability retirement benefit under the Plan is offset by any worker's compensation payments that you receive such that the combination of your disability retirement benefit calculated without any subsequent cost-of-living adjustments plus your worker's compensation payments cannot exceed 75% of your salary at the time of your disability retirement. (However, if you die while in receipt of a service-related disability retirement benefit, any death benefit payable to an eligible beneficiary is similarly limited to 60% of your salary at the time of your disability retirement or death.)

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

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

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

Death Incurred In the Line of Duty

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

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

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

2001 & 2005 Amendments

For the first two years following your death:

100% of your base salary at the time of your death, but offset by any worker's compensation or other compensation you received for line of duty injuries prior to your death

After this two-year period:

75% of your monthly accrued benefit determined as of the date of your death.

OR

2025 Amendment

For the first two years following your death:

100% of your base salary at the time of your death, but offset by any worker's compensation or other compensation you received for line of duty injuries prior to your death

After this two-year period:

75% of your monthly accrued benefit determined as of the date of your death but no less than your benefit based on the 2% multiplier times years of service.

Death Not Incurred In the Line of Duty

If you die prior to retirement but after earning 5 years of creditable service as a firefighter with the City and your death was not incurred in the line of duty, your eligible beneficiary will receive a monthly pre-retirement death benefit equal to 75% of your vested monthly accrued benefit determined at the date of your death. For the 2025 Amendment, your monthly accrued benefit cannot be less than your benefit based on a 2% multiplier times years of service.

PART X: Other Questions

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

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

B. **How Do I Apply for Benefits?**

If you wish to apply for benefits under the Plan, you should first contact Strategic Benefits Advisors, Inc. (see Important Contact Information at the end of this summary) and obtain an *Application for Retirement*, *Federal Tax Withholding Election Form*, *Direct Deposit Form*, and the *S.A.V.E. Affidavit*.

1. The *Direct Deposit Form* is optional and should be completed only if you wish to have your monthly payments automatically deposited into your checking or savings account. You will need to include a copy of a voided check or other bank documentation of your account.
2. You will need to provide a copy of your **Birth Certificate** or other proof of your age (such as your Driver's License, etc.) and similar proof of age for all of your eligible beneficiaries. If applicable, you will also need to provide a copy of your **Marriage Certificate** or **Domestic Partner Registry Record** or other proof of your legal marriage or domestic partner registration with the City of Atlanta.
3. Complete all of your retirement forms and, on the last day of your employment, take your *S.A.V.E. Affidavit* to your Human Resource Department to obtain the required signature of a manager or supervisor with the City. A payroll clerk will review your forms with you at that time.
4. Return to Strategic Benefits Advisors, Inc. the completed *S.A.V.E. Affidavit* along with your *Application for Retirement*, *Federal Tax Withholding Election Form*,

Direct Deposit Form, most recent paycheck stub, proofs of age as described above, and marriage license. You will then meet with a Strategic Benefits Advisors, Inc. representative, who will process your application and set up payment of your monthly pension check.

Your pension checks will be issued at the end of each month. Please contact Strategic Benefits Advisors, Inc. if you fail to receive your pension check within seven business days of the payment date.

C. Can I Apply For Disability Benefits After My Retirement Benefits Have Been Approved?

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

D. What Happens If I Return to Work After I Retire or Terminate My Employment?

If you withdraw your contributions to the Plan at the time you terminate your employment as a firefighter with the City, you may request to be given credit for your prior service. In order to receive credit for your prior service, you must pay back the contributions withdrawn plus any required interest. Interest will be charged at the rate of 7% per year for the period of time the amounts you must repay were not in the pension fund. You have 60 months to make the necessary payments. Interest is charged at 7% per year on the unpaid balance. In some cases, an extension beyond the normal 60 months will be granted. If an extension is granted, then an assignment of life insurance in an amount sufficient to cover the outstanding obligation will be required.

If you are rehired and commence the buy back of your previous distribution within three years from the time you originally left the City, then you will be eligible to participate under the amendment that was effective at the time of your termination, else you will be treated like a new hire and be eligible for the amendment in effect for a participant hired on your rehire date.

Please contact Strategic Benefits Advisors, Inc. for more information on how much you will have to contribute to the Plan in order to receive credit for your prior service.

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

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

E. How Do I Appeal the Plan Administrative Committee's Decision to Deny My Claim for Disability Benefits?

In order to have a denial of your disability benefit reviewed by the Board of Trustees, you must send a written request for such a review to Strategic Benefits Advisors, Inc. within 14 days from the date your disability benefit was denied. A hearing will then be scheduled to hear your appeal. You will be advised of the date of this hearing and you may then attend the hearing to make your case personally before the Board of Trustees. You will need to provide Strategic Benefits Advisors, Inc. with any additional information that you consider relevant to your appeal. This information, along with your appeal letter, will be provided to the Board of Trustees. At the meeting, the Board of Trustees will consider your appeal and make a final determination.

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

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

PART XI: Other Important Information

A. **Mandated Payment of Benefits After Age 73 (Or, In Some Cases, Age 70½ or Age 72) When You Are No Longer Employed**

Under federal law, you are required to start receiving benefits from the pension plan no later than the April 1st of the calendar year after you have reached age 73 (or age 70½ if you attained that age before January 1, 2020; or age 72 if you attained that age after December 31, 2019, but before January 1, 2023) and you are no longer employed with the City of Atlanta. Payments will begin even if you have not filed an application for benefits.

B. **Maximum Retirement Benefits**

Federal law prohibits benefits from exceeding certain limits. These limits vary depending upon your retirement age and your form of payment. The 2025 limit is \$280,000 per year for a life annuity.

C. **Direct Rollover of Eligible Distributions**

You may elect to have any portion of an **eligible rollover distribution** paid directly to an **eligible retirement plan** specified by you. An eligible rollover distribution is a lump-sum payment that is paid to you or on your behalf in lieu of your monthly retirement benefit. For example, the refund of your participant contributions with interest might be an eligible rollover distribution. A monthly retirement benefit that is not paid in a single lump sum would not be an eligible rollover distribution. (You should note that this rollover provision of the Plan does not entitle you to elect to receive a lump sum payment in lieu of your retirement benefit unless you are otherwise eligible to receive a lump sum payment.) An eligible retirement plan is another employer plan (a tax-qualified plan, Section 403(b) plan, or governmental Section 457(b) plan) or an individual retirement account (IRA) that will accept an eligible rollover distribution from this Plan. Prior to the time that you are to receive an eligible rollover distribution, Strategic Benefits Advisors, Inc. will give you detailed information about how to roll over your benefit into another retirement plan. For more information on eligible rollover distributions from this Plan, please contact Strategic Benefits Advisors, Inc.

D. **Pension Credit for Military Service**

On December 12, 1994, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) became effective. This law requires the pension plan to give you pension credit (i.e. **creditable service**) for certain service performed after that date while you are in the United States Army, Navy, Air Force, Marines, or Coast Guard

(or any Reserve or National Guard components of any of these), in the commissioned corps of the United States Public Health Service, or in any other category of persons designated by the President of the United States in a time of war or emergency. However, in order to receive pension credit under the Plan for military or other service as described above, you must meet the following requirements:

1. You must have been working in employment which was covered by the pension plan immediately prior to entering such service;
2. You must return to covered employment as a firefighter with the City within the time period specified in the law; and
3. You must make-up the required participant contributions to the pension plan (without interest) within the time period specified in the law for the period of time while you were in the military.

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

E. Family Leave

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

1. A leave of absence to care for your child following his or her birth;
2. A leave of absence taken because of the placement of a child with you for adoption or foster care;
3. A leave of absence taken because you have a serious health condition that prevents you from performing your duties as an active Plan participant; and
4. A leave of absence to care for your child, spouse, or parent when this individual has a serious health condition.

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

F. Assignment of Benefits

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

G. Plan Amendment and Termination

The City of Atlanta intends to continue the pension Plan indefinitely, but reserves the right to amend the Plan, change the method of providing benefits, or terminate the Plan. You will be provided notice if the Board of Trustees or the City makes such amendments or changes.

H. Plan Administration

Generally, the Plan Administrative Committee manages the administrative duties of the Plan and makes all pension award decisions for the Plan, except in the context of an appeal, in which case the Board of Trustees will make a final determination (see Part X, question E, of this summary). The Plan Administrative Committee has the duty to implement the provisions of the Plan. Any interpretation of the Plan's provisions rests with the Plan Administrative Committee (or, if applicable, the Board of Trustees). The Plan Administrative Committee and the Board of Trustees are authorized to adopt such rules, procedures and policies that it deems necessary to perform its duties; provided, however, that any such rules, procedures and policies are consistent with the provisions of the Plan and with all other applicable laws. No employee of the City of Atlanta nor anyone else is authorized to interpret the Plan on behalf of the Plan Administrative Committee and the Board of Trustees, nor can an employee of the City act as an agent of the Plan Administrative Committee or the Board of Trustees. However, the Board of Trustees and Plan Administrative Committee have delegated certain functions to Strategic Benefits Advisors, Inc. to handle routine requests from participants regarding eligibility rules, benefits, and claims procedures, and to file government reports and to handle other administrative activities under the direction of Plan provisions. The Strategic Benefits Advisors, Inc. will refer these matters to the Plan Administrative Committee or Board of Trustees, as appropriate, for final determination.

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

I. Important Contact Information

1. Name, mailing address, and telephone number of Strategic Benefits, Advisors, Inc.:

Mailing address:
3567 Parkway Lane
Suite 250
Atlanta, Georgia 30092-5307

(888) 594-0216 Toll-free
(866) 201-5033 Fax
coapension@sba-inc.com Email

2. Members of the Plan Administrative Committee and the Board of Trustees:

Plan Administrative Committee	Board of Trustees	
<p>Brent Hullender <i>Chairman</i></p> <p>Russell Sykes <i>Active Representative</i></p> <p>George Howell, III <i>Retiree Representative</i></p> <p>Youlanda Carr <i>CFO Designee</i></p> <p>Calvin Blackburn <i>HR Commissioner</i></p>	<p>Garry Bridgeman <i>Chairman</i></p> <p>Mohamed Balla <i>Chief Financial Officer</i></p> <p>Antonio Lewis <i>Council Member</i></p> <p>Howard Shook <i>Council Member</i></p> <p>Jason Winston <i>Council Member</i></p> <p>Lisa Bracken <i>General Employees' Pension Plan (APS)</i></p>	<p>LaChandra Burks <i>Chief Operating Officer, Vice-Chairman</i></p> <p>Calvin Blackburn <i>HR Commissioner</i></p> <p>Brent Hullender <i>Firefighters' Pension Plan</i></p> <p>Alfred Berry, Jr. <i>General Employees' Pension Plan (City)</i></p> <p>Quentin Hutchins <i>General Employees' Pension Plan (APS)</i></p> <p>Rick Light <i>Police Officers' Pension Plan</i></p>

* Contact information for members of the Plan Administrative Committee and the Board of Trustees can be obtained by contacting Strategic Benefits Advisors, Inc.