

CITY OF ROCKVILLE

PENSION PLAN

As Amended and Restated

Effective as of December 1, 2020

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS.....	1
ARTICLE II	ELIGIBILITY	7
ARTICLE III	EMPLOYEE CONTRIBUTIONS.....	8
ARTICLE IV	CREDITED SERVICE.....	10
ARTICLE V	RETIREMENT BENEFITS	21
ARTICLE VI	RETIREMENT DATE.....	25
ARTICLE VII	FORM AND PAYMENT OF BENEFITS	27
ARTICLE VIII	DEATH BENEFITS.....	33
ARTICLE IX	TERMINATION OF EMPLOYMENT.....	35
ARTICLE X	FUNDING	37
ARTICLE XI	ADMINISTRATION.....	38
ARTICLE XII	AMENDMENT AND TERMINATION.....	39
ARTICLE XIII	DISCONTINUANCE OF THE PLAN.....	40
ARTICLE XIV	MISCELLANEOUS.....	42
ARTICLE XV	THRIFT PLAN	53
APPENDIX A	COST OF LIVING ADJUSTMENTS.....	57

PREAMBLE

The City of Rockville, Maryland established the City of Rockville Pension Plan effective July 1, 1969, which Plan was amended from time to time thereafter. The Plan was most recently amended and restated effective as of July 1, 2015, and is now being amended and restated effective as of December 1, 2020. Unless otherwise provided herein, the provisions of the amended and restated Plan shall apply only to individuals who are employed by the City on or after December 1, 2020. Notwithstanding the foregoing, Sections 1.3, 1.6, 1.7, 7.4(c), 7.6(c), 8.8, 9.4, 15.5 and 15.6 shall apply to all Employees, whether or not employed by the City on or after December 1, 2020.

ARTICLE I
DEFINITIONS

As used in this Plan the following shall have the meaning set forth below:

- 1.1 "**Actuarial Equivalent**" means a benefit which has a value equal to the benefit otherwise payable under the Plan determined using the RP-2000 Combined Mortality Table Male and Female projected to 2005 using Scale AA, and assuming a rate of interest of 7.5% compounded annually.
- 1.2 "**Administrative Personnel**" means the group of Employees who are not Union or Police Employees.
- 1.3 "**Beneficiary**" means the Employee's designated beneficiary under the Plan or, in the absence of an effective designation, the estate of the Employee. The Beneficiary shall be the Employee's surviving spouse unless such surviving spouse has consented in writing to another Beneficiary. Separate Beneficiary designations shall be made with respect to the defined benefit portion of the Pension Plan and the Thrift Plan.
- 1.4 "**City**" means the City of Rockville, Maryland.
- 1.5 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.6 "**Contingent Annuitant**" means the person designated by an Employee under the Plan to receive a life income in the event of the Employee's death after retirement. The Contingent Annuitant shall be the Employee's surviving spouse unless such surviving spouse has consented in writing to another Contingent Annuitant.
- 1.7 "**Credited Interest**" means the interest that shall be credited with respect to Employee contributions and the Credited Interest thereon. On and after July 1, 1969, interest shall be credited as provided in the Group Annuity Contract.

Administrative Personnel

For Administrative Personnel, interest on Employee contributions made on or after January 1, 1986, shall be credited at the rate of 6% per year, compounded annually.

Union Employees

For Union Employees, interest on Employee contributions made on or after January 1, 1987, shall be credited at the rate of 6% per year, compounded annually.

Police Employees

For Police Employees, interest on Employee contributions made on or after January 1, 1988, shall be credited at the rate of 6% per year, compounded annually.

Interest credited after December 31, 1989 and until December 31, 2012 shall be credited as follows:

Interest shall be credited for the number of full months from the January 1 following date of contribution to the date of withdrawal or benefit commencement.

(a) Except as provided in (c) below, Employee contributions made for a calendar year shall be credited as of December 31 of that calendar year with 3% simple interest.

(b) Except as provided in (c) below, Employee contributions and Credited Interest thereon which has accumulated as of December 31 shall be credited as of the following December 31 with 6% simple interest.

(c) For the calendar year that Employee contributions and Credited Interest thereon are withdrawn or that benefits commence:

(1) Employee contributions made for that calendar year shall be credited as of the date of withdrawal or commencement with simple interest of 0.25% times the number of full calendar months completed during that calendar year prior to the date of withdrawal or commencement, and

(2) Employee contributions and Credited Interest thereon which has accumulated as of the December 31 prior to such calendar year shall be credited as of the date of withdrawal or commencement with simple interest of 0.5% times the number of full calendar months completed during that calendar year prior to the date of withdrawal or commencement.

Interest credited after December 31, 2012 shall be credited as follows:

Interest shall be credited for the number of full months from the January 1 following the date of contribution to the date of withdrawal or benefit commencement. Notwithstanding the foregoing, effective for contributions made on and after July 1, 2013, interest shall be credited for the number of full months from the July 1 following the date of contribution to the date of withdrawal or benefit commencement.

(d) Except as provided in (f) below, Employee contributions made between January 1, 2013 and June 30, 2013 shall be credited as of June 30, 2013 for that six (6)-month period with 1.5% simple interest. Thereafter, Employee contributions made for a Plan Year shall be credited as of June 30 of that Plan Year with 3% simple interest.

(e) Except as provided in (f) below, Employee contributions and Credited Interest thereon which has accumulated as of December 31, 2012 shall be credited as of June 30, 2013 with 3% simple interest. Thereafter, Employee contributions and Credited Interest thereon which has accumulated as of June 30 (starting with June 30, 2013) shall be credited as of the following June 30 with 6% simple interest.

(f) For the period that Employee contributions and Credited Interest thereon are withdrawn or that benefits commence:

(1) For withdrawal or benefit commencement dates between January 1, 2013 and June 30, 2013, Employee contributions made between January 1, 2013 and June 30, 2013 shall be credited as of the date of withdrawal or commencement with simple interest of 0.25% times the number of full calendar months completed during that six (6)-month period prior to the date of withdrawal or commencement. Thereafter, Employee contributions made for a Plan Year shall be credited as of the date of withdrawal or commencement with simple interest of 0.25% times the number of full calendar months completed during that Plan Year prior to the date of withdrawal or commencement.

(2) For withdrawal or benefit commencement dates between January 1, 2013 and June 30, 2013, Employee contributions and Credited Interest thereon which has accumulated as of the December 31 prior to such six (6)-month period shall be credited as of the date of withdrawal or commencement with simple interest of 0.5% times the number of full calendar months completed during that (6)-month period prior to the date of withdrawal or commencement. Thereafter, Employee contributions and Credited Interest thereon which has accumulated as of the June 30 prior to the Plan Year of withdrawal or commencement shall be credited as of the date of withdrawal or commencement with simple interest of 0.5% times the number of full calendar months completed during that Plan Year prior to the date of withdrawal or commencement.

(g) The Retirement Board may, in its discretion, amend the Plan to increase or decrease the interest crediting rate or otherwise change the interest

crediting provisions set forth in this Section 1.7, to the extent permissible under applicable law.

- 1.8 **"Credited Service"** is defined in Article IV.
- 1.9 **"Deferred Retirement Date"** is defined in Section 6.3.
- 1.10 **"Defined Benefit-Only Option"** means one of the two retirement packages under the Plan. The Defined Benefit-Only Option is available only to (a) Administrative Personnel both participating in the Plan and employed by the City as of April 14, 1986, and (b) Union Employees both participating in the Plan and employed by the City as of December 1, 1986. Police Employees shall be eligible only for the Defined Benefit-Only Option. The Defined Benefit-Only Option consists of only the defined benefit subplan (described in the definition of "Plan"), not the Thrift Plan.
- 1.11 **"Defined Benefit/Thrift Plan Option"** means one of the two retirement packages under the Plan. The Defined Benefit/Thrift Plan Option is available to (a) Administrative Personnel both participating in the Plan and employed as of April 14, 1986 and (b) Union Employees both participating in the Plan and employed as of December 1, 1986. Administrative Personnel hired before April 15, 1986 and not participating in the Plan or hired on or after April 15, 1986 and Union Employees hired before December 2, 1986 and not participating in the Plan or hired on or after December 2, 1986 shall be eligible only for the Defined Benefit/Thrift Plan Option. The Defined Benefit/Thrift Plan Option is two-tiered and consists of the defined benefit and defined contribution (Thrift Plan) subplans (described in the definition of "Plan").
- 1.12 **"Early Retirement Date"** is defined in Section 6.2.
- 1.13 **"Earnings"** means an Employee's salary or wage at his/her basic rate of pay, including longevity pay, but exclusive of all overtime pay, bonuses, commissions and extra or additional remuneration in any form.
- 1.14 **"Employee"** means any individual in the employ of the City, other than a temporary or seasonal employee, whose customary employment is for at least twenty (20) hours a week. Employees shall be divided into three (3) groups: "Union Employees", "Police Employees", and "Administrative Personnel."
- 1.15 **"Final Average Earnings"** means the following:
- Administrative Personnel and Union Employees:

For Administrative Personnel and Union Employees, Final Average Earnings means the average annual Earnings during the thirty-six (36) consecutive months (or, if shorter, the Employee's actual period of employment) of the last one hundred twenty (120) months of City employment which produce the highest average.

Police Employees:

For Police Employees, Final Average Earnings means the average annual Earnings during the final sixty (60) months (or, if shorter, the Employee's actual period of employment) of the Employee's employment with the City.

The annual earnings taken into account in determining benefit accruals in any Plan Year and allocations for Plan Years beginning on or after July 1, 2020 shall not exceed \$285,000, as adjusted to reflect changes in cost of living as provided in Section 401(1)(17)(B) of the Code. Annual Earnings means Earnings during the Plan Year or such other consecutive twelve (12)-month period over which Earnings are otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Earnings for the determination period that begins with or within such calendar year. Notwithstanding the foregoing, the Section 401(a)(17) limit (as it may be adjusted from time to time) described above shall be prorated to 25% of the otherwise applicable annual limit for the short Plan Year beginning on April 1, 2013 and ending on June 30, 2013.

- 1.16 "**Group Annuity Contract**" means a group annuity contract issued to the City with respect to the Plan, or to the Plan, by an Insurance Company.
- 1.17 "**Insurance Company**" means an insurance company issuing one or more Group Annuity Contracts.
- 1.18 "**Normal Retirement Date**" is defined in Section 6.1.
- 1.19 "**Plan**" means the City of Rockville Pension Plan as set forth in this plan document. The Plan is comprised of a defined benefit subplan and a defined contribution subplan, each of which are funded through separate Trust Funds, the assets of which are available only to the subplan to which the Trust Fund relates. The defined contribution subplan is referred to as the Thrift Plan.
- 1.20 "**Plan Year**" means the twelve (12)-month period beginning on July 1, 2013, and each July 1 thereafter; provided, however, that there was a short Plan Year beginning on April 1, 2013 and ending on June 30, 2013, and before such short Plan Year, the Plan Year began each April 1.

- 1.21 "**Police Employees**" means the group of Employees serving as sworn police officers.
- 1.22 "**Retired Employee**" means any person formerly an Employee who is receiving Retirement Benefits.
- 1.23 "**Retirement Benefits**" means any amount payable to a Retired Employee, Contingent Annuitant or Beneficiary in accordance with the provisions of the Plan.
- 1.24 "**Retirement Board**" means the Retirement Board as described in Article XI.
- 1.25 "**Thrift Plan Contribution**" means the Thrift Plan matching contribution described in Section 15.3.
- 1.25 "**Thrift Plan Supplemental Contribution**" means the Thrift Plan supplemental contribution described in Section 15.4.
- 1.26 "**Trust Agreement**" means an agreement or agreements of trust between the City of Rockville and Trustee established for the purpose of holding and distributing the Trust fund under the provisions of the Plan. The Trust Agreement may provide for the investment of all or any portion of the Trust Fund in any investment arrangement as directed by the City and agreed to by the Trustee. Separate Trust Agreements are maintained for the defined benefit and defined contribution (Thrift Plan) subplans (described in the definition of "Plan").
- 1.27 "**Trust Fund**" means the total funds held under an applicable Trust Agreement. The term Trust Fund when used within a Trust Agreement shall mean only the funds held under that Trust Agreement.
- 1.28 "**Trustee**" means the party or parties named in the applicable Trust Agreement. The term Trustee, as it is used in this Plan, is deemed to include the plural unless the context clearly indicates the singular is meant.
- 1.29 "**Union Employees**" means the group of Employees who are paid according to the Union salary schedule.

ARTICLE II
ELIGIBILITY

- 2.1 Each Employee of the City shall be eligible to participate in the Plan on his/her first day of employment.
- 2.2 A contract Employee who is in a highly-paid or managerial position may be excluded from the Plan under the terms of his/her employment contract with the City. Effective April 1, 1989, a contract Employee who does not join the Plan when first employed, but subsequently joins the Plan, shall be treated as though his/her date of employment were the date he/she begins participation in the Plan and no Credited Service shall be given for prior service. Notwithstanding the foregoing, all non-appointed at-will contract employees of the City whose contracts contain provisions authorizing Thrift Plan Supplemental Contributions shall receive such contributions under the Thrift Plan.
- 2.3 Each eligible Employee shall be included in the Plan on the date he/she becomes eligible as set forth above, provided that he/she completes such forms as the Retirement Board prescribes, authorizes payroll deductions, designates a Beneficiary to receive any death benefits hereunder and furnishes satisfactory evidence of his/her date of birth or such other data as the Retirement Board deems necessary or desirable.
- 2.4 An Employee will not receive Credited Service during any period for which he/she is eligible to participate if he/she does not contribute to the Plan in accordance with Section 3.1.
- 2.5 Administrative Personnel, other than contract Employees described in Section 2.2, hired on or after April 15, 1986 shall become participants in the Defined Benefit/Thrift Plan Option upon their participation date as outlined above.
- 2.6 Union Employees hired on or after December 2, 1986 shall become participants in the Defined Benefit/Thrift Plan Option upon their participation date as outlined above.
- 2.7 Police Employees shall only be eligible to join under the Defined Benefit-Only Option, and shall become participants in the Defined Benefit-Only Option upon their participation date as outlined above.

ARTICLE III
EMPLOYEE CONTRIBUTIONS

3.1 Administrative Personnel---Defined Benefit-Only Option Only

From and after April 1, 1996, each eligible Administrative Employee who elects to participate in the Defined Benefit-Only Option of the Plan, and who has not retired, shall make contributions under the Plan each pay period through payroll deductions at a rate equal to 5.2% of his/her biweekly earnings.

Administrative Personnel---Defined Benefit/Thrift Plan Option

From and after April 1, 1996, each eligible Administrative Employee who participates in the Defined Benefit/Thrift Plan Option, and who has not retired, shall make contributions under the Plan each pay period through payroll deductions for the purpose of contributing to the defined benefit component of his/her retirement package. Such contribution shall be at a rate equal to 1.0% of his/her biweekly earnings.

Union Employees---Defined Benefit-Only Option Only

From and after July 1, 1975, each eligible Union Employee who elects to participate in the Defined Benefit-Only Option of the Plan, and who has not retired, shall make contributions under the Plan each pay period through payroll deductions at a rate equal to 4.2% of his/her biweekly earnings.

Union Employees---Defined Benefit/Thrift Plan Option

From and after December 2, 1986, each eligible Union Employee who participates in the Defined Benefit/Thrift Plan Option shall not be required to make contributions to the defined benefit component of his/her retirement package.

Police Employees--- Defined Benefit-Only Option Only

From and after May 1, 1993, each eligible Police Employee who participates in the Defined Benefit-Only Option of the Plan, and who has not retired, shall make contributions under the Plan each pay period through payroll deductions at a rate equal to 8.5% of his/her biweekly earnings.

As of any July 1, if the City contribution to the Defined Benefit-Only Option of the Plan exceeds 6.5% of the Earnings of the Employees who are participating under the Defined Benefit-Only Option as of such July 1, the City, in its discretion, reserves the right to impose a "Supplemental Employee Contribution" for the applicable fiscal year. This Supplemental Employee Contribution shall be no more than 50% of the excess of such City contribution over 6.5% of such Earnings and shall be treated as a contribution to the Defined Benefit-Only Option.

- 3.2 An Employee may, with the consent of the City, suspend Employee contributions during absence from work on account of temporary layoff or leave of absence. Credited Service shall not be credited to such an Employee during such absence, but he/she will not be considered a terminated Employee for purposes of this Plan.
- 3.3 The amount of interest to be credited to Employee contributions shall be calculated in accordance with Section 1.7.

ARTICLE IV
CREDITED SERVICE

4.1 Credited Service Generally; Unused Leave.

- (a) An Employee will receive Credited Service for each full year of continuous service and fraction thereof, to the nearest full month, from the date he/she is first included in the Plan, to the date he/she terminates his/her employment or retires, whichever first occurs, provided that he/she has made the required contributions under the Plan as in effect from time to time.

- (b) Unused Sick Leave - Employees Commencing Employment Prior to July 1, 2015. This Section 4.1(b) shall apply to Employees commencing employment with the City prior to July 1, 2015 (or otherwise to the extent provided in Section 4.1(d)). An Employee shall, within thirty (30) days of his/her employment by the City, make an irrevocable written election to receive any unused sick leave upon his/her retirement either (1) as additional Credited Service under this Plan, or (2) as a cash payment in accordance with the City's personnel policies; provided, however, that such additional Credited Service or cash payment shall be available under the Plan only if such Employee has reached the earlier of his/her Early or Normal Retirement Date upon termination of employment with the City. If an Employee retires on his/her Early, Normal or Deferred Retirement Date and has elected to receive unused sick leave in the form of a cash payment, such payment shall be made at retirement in accordance with the City's personnel policies. If an Employee retires on his/her Early, Normal or Deferred Retirement Date and has elected to receive unused sick leave in the form of additional Credited Service under this Plan, each twenty-two (22) days of unused sick leave will be credited as one additional month of Credited Service. Any days of sick leave in excess of a multiple of twenty-two (22) days shall be converted to a cash payment at retirement in accordance with the City's personnel policies. If an Employee has not timely made an election under this Section 4.1(b), he/she shall receive additional Credited Service as provided herein with respect to his/her unused sick leave.

- (c) Unused Sick Leave - Employees Commencing Employment On or After July 1, 2015. This Section 4.1(c) shall apply to Employees commencing employment with the City on or after July 1, 2015 (or otherwise to the extent provided in Section 4.1(d)). If an Employee retires on his/her Early, Normal or Deferred Retirement Date, each twenty-two (22) days of unused sick leave will be credited as one additional month of Credited Service. Any days

of sick leave in excess of a multiple of twenty-two (22) days shall be rounded (up or down) to the nearest full month. Notwithstanding the foregoing, the maximum number of months of Credited Service that may be credited under this Section 4.1(c) is 12. No cash payment shall be made with respect to unused sick leave, either at the election of the Employee, or in respect of unused leave in excess of that which produces 12 months of Credited Service.

- (d) Unused Sick Leave – Employees Returning from Absences On or After July 1, 2015. In the case of an Employee who was employed by the City before July 1, 2015, and who incurred an absence from employment that started before July 1, 2015 and ended on or after July 1, 2015, if the Employee retains Credited Service accrued for the period prior to the absence under Sections 4.2, 4.3 or 4.4, then the Employee shall be subject to Section 4.1(b) when his/her absence ends on or after July 1, 2015. By contrast, if the Employee does not retain Credited Service accrued for the period prior to the absence under Sections 4.2, 4.3 or 4.4, then the Employee shall be subject to Section 4.1(c) when his/her absence ends on or after July 1, 2015.

4.2 Service in the Armed Forces of the United States

- (a) Except as otherwise provided in Section 4.2(b), to the extent that an Employee is required as a condition of employment with the City to participate in the Plan, the Employee shall receive Credited Service, not to exceed five (5) years, for a period of absence from employment with the City while in Military Service if the Employee is thereafter reinstated as a regular Employee on a leave of absence or is actively reemployed by the City within one (1) year after leaving Military Service. The Employee must formally apply for service credit in writing within one (1) year of leaving Military Service. Effective July 1, 2007, Credited Service that an Employee receives under this Section 4.2 shall be applied to such Employee's Normal Retirement benefit using the accrual rate in effect at the time of his/her retirement from the City.

"Military Service" shall have the meaning given to that term in the Annotated Code of Maryland, State Personnel and Pensions § 38-101(d), as amended from time to time.

This section 4.2(a) shall be administered, in the discretion of the Retirement Board, in accordance with the Annotated Code of Maryland, State Personnel and Pensions § 38-101, et. seq., as amended from time to time.

- (b) Notwithstanding any provision of this Plan to the contrary, effective on and after December 12, 1994, minimum contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with and to the extent required by Sections 414(u) and 401(a)(37) of the Code, as set forth in this Section 4.2(b) and as otherwise may be provided by law. However, in the event the provisions of the Plan provide for contributions, benefits and service credit which are more generous than those required in this Section 4.2(b), such provisions shall apply.
- (1) If an individual dies on or after January 1, 2007, while performing Qualified Military Service, the Employee's Beneficiaries are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if such Employee resumed and then terminated employment on account of death.
- (2) With respect to individuals reemployed by the City after performing Qualified Military Service, and while reemployment rights are guaranteed by Chapter 43 of Title 38 of the United States Code, the following provisions shall apply:
- (i) Such individual will be treated as not having incurred a break in Continuous Service or Credited Service by reason of his or her Qualified Military Service.
- (ii) Each period of Qualified Military Service completed by an individual shall count for purposes of determining the individual's accrual of benefits under the Plan, as well as the nonforfeitability of such accrued benefits.
- (iii) A reemployed individual is entitled to accrued benefits that are contingent on the making of, or derived from, employee contributions, only to the extent the individual makes payment to the Plan with respect to such contributions. No such payment may exceed the amount that the individual would have been required to contribute had he or she remained

continuously employed by the City throughout the period of Qualified Military Service. Any payment to the Plan shall be made beginning with the date of reemployment and whose duration is three times the period of the Qualified Military Service (but not greater than five years).

- (3) Effective on and after January 1, 2009, the following provisions shall apply to Differential Wage Payments that may be paid by the City:
 - (i) To the extent that an individual receives a Differential Wage Payment, such individual will be treated as an Employee of the City.
 - (ii) In the event that an individual receives Differential Wage Payments under the policies that may be established from time to time by the City, such Differential Wage Payments will be treated as Compensation, to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the City rather than entering Qualified Military Service. Further, the Plan will not be treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Code by reason of any contribution or benefit that is based on such Differential Wage Payments, but only if all Employees of the City performing service in the uniformed services are entitled to receive Differential Wage Payments on reasonably equivalent terms.
- (4) The following definitions shall apply for purposes of this Section 4.2(b).
 - (i) Differential Wage Payment. Any payment which is made by the City with respect to any period during which the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days,

and which represents all or a portion of the wages the individual would have received from the City if the individual were performing service for the City, all within the meaning of Section 3401(h)(2) of the Code.

- (ii) Qualified Military Service. Any military service in the Uniformed Services by an individual, if such individual is entitled to reemployment rights with respect to such military service, all within the meaning of Section 414(u)(5) of the Code.
- (iii) Uniformed Services. The uniformed services as defined in Chapter 43 of Title 38 of the United States Code.

- 4.3 Any Employee who is absent because of an authorized leave of absence or layoff, and who shall return to the service of the City on or before the date such leave of absence terminates, or in the case of layoff within one (1) year and at the date he/she is first recalled, shall not receive Credited Service with respect to that period of absence, but he/she shall retain any Credited Service accrued prior to such absence, which shall be aggregated with the Credited Service such Employee receives after his/her re-employment for purposes of calculating such Employee's retirement benefit. .

Notwithstanding the foregoing, the Plan shall be administered so as to comply in all respects with the applicable provisions of the Family and Medical Leave Act of 1993.

- 4.4 The following rules shall govern the status, including the retirement calculation, of any Employee who has an absence not described in Section 4.2 or 4.3, and who is re-employed by the City:
- (a) If the Employee (1) does not receive a refund of his/her contributions plus Credited Interest under the defined benefit subplan or a lump sum payment of his/her account under the defined contribution subplan (Thrift Plan) (as described in the definition of "Plan"), and (2) returns to the service of the City within one (1) year of the date on which his/her absence began, then he/she shall not receive Credited Service with respect to that period of absence, but he/she shall retain any Credited Service accrued prior to such absence, which shall be aggregated with the Credited Service such Employee

receives after his/her re-employment for purposes of calculating such Employee's retirement benefit.

- (b) If an Employee described in subsection (a) does not return to the service of the City within one (1) year of the date on which his/her absence began, and if such Employee had at least ten (10) years of Credited Service at the time the absence began, such Employee's retirement benefit shall be calculated as the sum of his/her retirement benefit separately determined during each period in which he/she is not absent. Upon re-employment, Administrative Personnel and Union Employees shall automatically become participants in the Defined Benefit/Thrift Plan Option.
- (c) Any Employee absence, other than those described in Sections 4.2, 4.3 and subsections (a) and (b) above, shall be considered a termination of employment. If an Employee is deemed to have terminated his/her employment, then upon re-employment, he/she shall be considered to be a new Employee for all purposes of the Plan.
- (d) Upon re-employment, Administrative Personnel and Union Employees shall automatically become participants in the Defined Benefit/Thrift Plan Option.

4.5 Purchase of Prior Service

- (a) Upon retirement on his/her Early, Normal or Deferred Retirement Date on or after July 1, 1986, each Employee hired before January 10, 1984 may elect to purchase Credited Service, up to a maximum of six (6) months, for previous service for the period between his/her date of hire by the City and the date he/she became a participant in the Plan. Such an election, once made, is irrevocable.

An Employee electing to purchase Credited Service must pay to the Plan in a single sum at the time of such retirement the following amount: 2.3% of his/her annual rate of Earnings as of his/her date of hire with simple interest of 7.59% for the first full year and simple interest of 6% for each additional full year and fraction thereof between his/her date of hire and the time of such retirement.

- (b) Each Employee may elect to purchase Credited Service, up to a maximum of thirty-six (36) months, for any previous service with a Federal, State, County or Municipal agency during which Employee was covered by a tax-qualified defined benefit pension plan, except as otherwise provided by

Section 4.6 of the Plan. In order to purchase Credited Service under this Section, an Employee must formally notify the City in writing on a form provided by the City, within 6 months following his/her date of hire by the City of his/her desire to purchase Credited Service, and must provide the City with a definitive written election, in good order (as determined by the City), within 12 months following his/her date of hire by the City, (or within such other period as the Retirement Board may determine from time to time). Such definitive written election, once made, is irrevocable.

An Employee electing to purchase Credited Service must agree to pay to the Plan the full actuarial cost of the Credited Service. The cost of the purchase equals the present value of the Employee's projected accrued benefit including the Credited Service purchased hereunder and calculated on the basis that the Employee retires on the earliest date that the Employee could retire with an unreduced benefit (including the purchased Credited Service when determining eligibility for retirement), less the present value of the Employee's projected accrued benefit without the Credited Service purchased hereunder as of the earliest date the Employee could retire with an unreduced benefit (not including the Credited Service purchased hereunder). The present values will be determined using the interest, post-retirement mortality, post-retirement benefit increase and pay increase assumptions used by the enrolled actuary to perform the most recent actuarial valuation of the Plan. No pre-retirement mortality or other pre-retirement decrements are assumed when determining the present values.

An Employee shall pay for the purchase of Credited Service exclusively by one of the following methods:

- (1) paying a pre-tax lump sum amount at any time within one (1) year of his/her date of hire by the City, with such lump sum amount to be funded through a direct trustee-to-trustee transfer from another plan described in Sections 401(a) or 403(b) of the Code, a plan described in Section 457(b) of the Code maintained by a governmental employer (but not a non-governmental, tax-exempt employer), or a traditional individual retirement account described in Section 408 of the Code; or
- (2) through biweekly payroll deduction commencing within one (1) year of his/her date of hire by the City, over a period of one (1) or three (3) years, as elected by the Employee, without interest.

The amount of each biweekly contribution shall be determined by multiplying the total amount due by a percentage as follows:

<u>Years</u>	<u>Number of Biweekly Payments</u>	<u>Each Biweekly Payment is this Percentage of the Total Amount Due</u>
1	26	3.846%
3	78	1.282%

The bi-weekly payroll deductions shall be treated as “picked-up” by the City and made on a pre-tax basis (for income tax purposes), but shall be subject to FICA when made in accordance with Section 3121(v)(1)(B) of the Code. An Employee who terminates employment and receives a refund of his/her contributions plus Credited Interest shall not be entitled to receive any Credited Service or City contribution under Section 9.3 or Credited Service under Section 15.5 attributable to the purchased Credited Service. In addition, if an Employee was making payments through bi-weekly payroll deductions and terminates employment before making payment in full, the Employee shall receive a refund of such payments plus Credited Interest, and shall not receive the purchased Credited Service.

4.6 (a) Transfer of Prior Service Credit to the Defined Benefit Subplan

This Section 4.6 is intended to reflect the requirements of Maryland law codified in the Annotated Code of Maryland, State Personnel and Pensions Article (“MD SPP”) § 37-201, et seq., shall be construed accordingly, and shall not provide greater or lesser rights to Employees than are provided by Maryland law.

- (1) Each Employee participating in the defined benefit subplan (as described in the definition of “Plan”) shall have the right to transfer service credit that has accrued pursuant to any other State of Maryland (“State”) retirement or pension system, or local retirement or pension system within the State of Maryland (“local system”), that is operated on an actuarial basis, regardless of whether that previous system required employee contributions, but only if the Employee incurred no “break in employment,” as that phrase is used in the Annotated Code of Maryland, State Personnel and Pensions § 37-201, et seq., between his/her employment with the prior State of Maryland or local employer and with the City. Once the transfer is effected, the Employee shall no longer be entitled to a benefit from

the previous State or local system with respect to the transferred service credit.

- (2) In order to effect a transfer of service credit under this Section 4.6(a), the Employee must formally elect, in writing, transfer of the service credit within one (1) year of becoming a participant in the Plan. Any Employee transferring service credit, pursuant to this Section 4.6(a), from a contributory system to the defined benefit subplan (as described in the definition of "Plan") must deposit with the Plan the total accumulated contributions, including any accrued interest thereon, to the Employee's credit in the previous plan within one (1) year of becoming a participant in the Plan.
- (3) All Employees Except for Police Employees who Transfer to the City on or after July 1, 1990

Except for Police Employees who transfer to the City on or after July 1, 1990, an Employee who transfers service credit shall receive the same amount of service credit under the defined benefit subplan (as described in the definition of "Plan") as had accumulated under the previous system, applicable for the purposes of determining the amount of benefits, eligibility for retirement under the Plan and for meeting vesting requirements. Once service credits are transferred, the Employee must pay the rate of contribution applicable under the Plan, and the Employee becomes eligible for a pension in accordance with the Plan, taking into account the transferred service credits.

Except for Police Employees who transfer to the City on or after July 1, 1990, if an Employee transfers from a noncontributory system to the defined benefit subplan (as described in the definition of "Plan"), the Employee's pension shall, upon retirement, be reduced by the Actuarial Equivalent of the accumulated contributions, including interest thereon, that would have been deducted if the Employee had earned the transferred service credit under the Plan.

For purposes of this section 4.6(a)(3), the Employee's pension will be reduced in accordance with the following actuarial method: Contributions that would have been made under the Plan's terms during the period of past service credit, with interest thereon at the rate credited by the Plan, shall be accumulated to the Normal Retirement Date. The Actuarial Equivalent of the accumulated

contributions shall be based on the Plan's definition of actuarial equivalence. This amount shall be calculated at the time of transfer and shall not be changed thereafter.

(4) Police Employees who Transfer to the City on or after July 1, 1990

A Police Employee who transfers to the City on or after July 1, 1990 and who transfers service credit shall receive service credit under the Defined Benefit-Only Option of the Plan based on the actuarial equivalent value of the accumulated contributions (and interest thereon) transferred to the Plan, for purposes of determining the amount of benefits, retirement eligibility and vesting. For this purpose, (a) actuarial equivalence shall be determined using the interest, post-retirement mortality, post-retirement benefit increase and pay increase assumptions used by the enrolled actuary to perform the most recent actuarial valuation of the Plan; (b) no pre-retirement mortality or other pre-retirement decrements are assumed when determining actuarial equivalence for this purpose; (c) only the actuarial cost of the benefit accrual service shall be charged; no actuarial charge shall apply for purposes of eligibility or vesting service.

Once service credit is transferred, the Police Employee must pay the rate of contribution applicable under the Plan, and the Police Employee becomes eligible for a pension in accordance with the Plan, taking into account the transferred service credits.

- (5) Upon the Employee's request, the Plan shall refund the total accumulated contributions of an Employee who is transferring, pursuant to the provisions of the Annotated Code of Maryland, State Personnel and Pension § 37-203, from the Plan to another State or local government retirement or pension system.
- (6) If an Employee retires within five (5) years after transferring to the Plan, the benefits payable with respect to the transferred service credit may not be greater than the benefits that would have been payable by the previous system with respect to that service if the Employee had remained in the previous system.
- (7) Employees who transfer service credit from a prior system pursuant to this Section 4.6(a) may not also purchase service credit with

respect to the same prior service, or with respect to other service from the prior system, under Section 4.5 of the Plan.

- (b) This Section 4.6 shall be administered in the discretion of the Retirement Board (and shall include the discretion to extend the time deadlines with respect to elections and contribution transfers in the event any Employee is unfairly prejudiced due to circumstances outside of his control) and in accordance with the Annotated Code of Maryland, State Personnel and Pensions §37-201, et. seq., as it may from time to time be amended.

ARTICLE V
RETIREMENT BENEFITS

5.1 Normal Retirement Benefit

Police Employees

The annual amount of Normal Retirement Benefit payable to a Police Employee who retires on or after April 1, 1993, on his/her Normal Retirement Date shall be equal to the lesser of (a) 2.0% of Final Average Earnings multiplied by years of Credited Service prior to April 1, 2004, plus 2.25% of Final Average Earnings multiplied by years of Credited Service on or after April 1, 2004, or (b) 67.5% of Final Average Earnings.

Administrative Personnel---Defined Benefit-Only Option

For Administrative Personnel in the Defined Benefit-Only Option, the annual amount of Normal Retirement Benefit payable to an Administrative Employee who retires on his/her Normal Retirement Date shall be equal to 1.8% of Final Average Earnings multiplied by years of Credited Service prior to April 1, 1996, plus 2.0% of Final Average Earnings multiplied by years of Credited Service on or after April 1, 1996.

Union Employees---Defined Benefit-Only Option

For Union Employees in the Defined Benefit-Only Option, the annual amount of Normal Retirement Benefit payable to a Union Employee who retires on his/her Normal Retirement Date shall be equal to 1.8% of Final Average Earnings multiplied by years of Credited Service.

Administrative Personnel---Defined Benefit/Thrift Plan Option

For Administrative Personnel in the Defined Benefit/Thrift Plan Option, the annual amount of Normal Retirement Benefit payable to an Administrative Employee who retires on his/her Normal Retirement Date shall be equal to (a) 1.8% of Final Average Earnings multiplied by years of Credited Service prior to May 31, 1986, plus (b) 1.0% of Final Average Earnings multiplied by years of Credited Service after May 30, 1986, and before April 1, 1996, plus (c) 1.2% of Final Average Earnings multiplied by years of Credited Service after March 31, 1996.

Union Employees---Defined Benefit/Thrift Plan Option

For Union Employees in the Defined Benefit/Thrift Plan Option, the annual amount of Normal Retirement Benefit payable to a Union Employee who retires on his/her Normal Retirement Date shall be equal to 1.8% of Final Average Earnings multiplied by years of Credited Service prior to January 1, 1987, plus 1.0% of Final Average Earnings multiplied by years of Credited Service after December 31, 1986.

Employees in Multiple Classifications

For Employees earning some Credited Service in one classification and some Credited Service in another classification, the annual amount of Normal Retirement Benefit payable to such Employee who retires on his/her Normal Retirement Date shall be computed in hybrid fashion based on the formulas applicable to the time served in each classification.

5.2 Early Retirement Benefit

Police Employees

The annual amount of Early Retirement Benefit payable to a Police Employee who retires on his/her Early Retirement Date and elects to begin receiving Retirement Benefits shall be equal to his/her benefit under Section 5.1, accrued to his/her Early Retirement Date. Such Early Retirement Benefit shall be decreased by 6/10 of 1% for each month during the first five (5) years in which an Employee retires early, and 3/10 of 1% for each month during the second five (5) years in which an Employee retires early.

Administrative Personnel and Union Employees

For retirements of Administrative Personnel commencing on or after May 31, 1986, and retirements of Union Employees commencing on or after January 1, 1987, the annual amount of Early Retirement Benefit payable to each such Employee who retires on his/her Early Retirement Date and elects to begin receiving Retirement Benefits shall be equal to his/her benefit under Section 5.1, accrued to his/her Early Retirement Date. For Administrative Personnel and Union Employees hired before July 1, 2011, such Early Retirement Benefit shall be decreased by 1/4 of 1% for each month the Employee retires early. For Administrative Personnel and Union Employees hired on or after July 1, 2011, such Early Retirement Benefit shall be decreased by 3/8 of 1% for each month the Employee retires early.

5.3 Deferred Retirement Benefit

The annual amount of Deferred Retirement Benefit payable to an Employee who retires on his/her Deferred Retirement Date shall be equal to his/her benefit under Section 5.1 accrued to his/her Deferred Retirement Date.

5.4 Medical Insurance Premiums

For eligible Employees who stay with the City's policy group, the City shall pay the City's share of a Retired Employee's medical insurance premium from retirement until age sixty-five (65).

Administrative Personnel and Union Employees

For Administrative Personnel and Union Employees, eligible Employees shall be those Employees:

- (a) Who retire, having both attained age sixty (60) while employed with the City, and completed at least ten (10) years of Credited Service prior to retirement,
- (b) Who elect early retirement, having both attained age fifty (50) while employed with the City, and completed ten (10) years of Credited Service prior to retirement, and, additionally, are deemed to be permanently and totally disabled in accordance with the Federal Social Security Act, or
- (c) Who elect early retirement when their age plus Credited Service equals or exceeds eighty-five (85).

Police Employees

For Police Employees, eligible Employees shall be those Police Employees who meet the conditions stated above, or who have attained their Normal Retirement Date while in the service of the City.

The City's share of the retiree medical insurance premium shall be the same amount the City would have paid for the Employee and the Employee's family had the Employee remained in the employment of the City. In the event the Employee is not eligible for coverage from the City's group health insurance policy due to the fact that the Employee lives outside of the coverage area, the City will reimburse the Employee for health insurance coverage up to the prevailing two-person coverage employer rate granted to current Employees.

This provision shall be considered as separate from the other provisions of the Plan for purposes of the Code. The assets used for this provision shall not be commingled with the assets used for the other provisions of the Plan.

5.5 Cost-of-Living Adjustments

From time to time a Retired Employee's pension may be increased by a cost-of living factor. The increase in such Retired Employee's Retirement Benefit shall commence as of the first day of the month specified in the Plan amendment approving the increase. Cost-of-living adjustments since January 1, 1988 are reflected on Appendix A to the Plan; future adjustments, if any, will be reflected on such Appendix A when approved through a Plan amendment.

No such ad hoc cost-of-living increases shall indicate or establish a City policy of providing any increased Retirement Benefits to any present or future Retired Employees, other than increased benefits solely on an ad hoc basis. Ad hoc cost-of-living increases shall be in the sole discretion of the City Council.

ARTICLE VI
RETIREMENT DATE

6.1 Normal Retirement Date

Administrative Personnel and Union Employees

For Administrative Personnel and Union Employees hired before July 1, 2011, the Normal Retirement Date shall be the first day of the month coincident with or next following the Employee's 60th birthday. For Administrative Personnel and Union Employees hired on or after July 1, 2011, the Normal Retirement Date shall be the first day of the month coincident with or next following the later of (a) the Employee's 65th birthday, and (b) the completion of ten (10) years of Credited Service.

Police Employees

Effective May 1, 1993, for Police Employees, the Normal Retirement Date shall be the first day of the month coincident with or next following the earlier of (a) the Employee's 60th birthday, or (b) the completion of twenty-five (25) years of Credited Service as a City Police Employee.

6.2 Early Retirement Date

Administrative Personnel and Union Employees hired before July 1, 2011 and all Police Employees

For Administrative Personnel and Union Employees hired before July 1, 2011, and for all Police Employees, Early Retirement Date shall be the first day of any month prior to such Employee's Normal Retirement Date, but not before the later of (a) the Employee's 50th birthday, and (b) the completion of ten (10) years of Credited Service.

Administrative Personnel and Union Employees hired on or after July 1, 2011

For Administrative Personnel and Union Employees hired on or after July 1, 2011, Early Retirement Date shall be the first day of any month prior to such Employee's Normal Retirement Date, but not before the later of (a) the Employee's 58th birthday, and (b) the completion of ten (10) years of Credited Service.

6.3 Deferred Retirement Date

An Employee's Deferred Retirement Date shall be the first day of any month subsequent to his/her Normal Retirement Date.

ARTICLE VII
FORM AND PAYMENT OF BENEFITS

- 7.1 A Retired Employee's Retirement Benefit shall be payable in the form of a monthly life annuity commencing on his/her Normal, Early or Deferred Retirement Date and shall cease with the last payment due immediately preceding the Retired Employee's death; provided, however, that if the Retired Employee shall die prior to receiving at least one hundred twenty (120) monthly payments, the remainder of such one hundred twenty (120) monthly payments will be made to the Retired Employee's Beneficiary until a total of one hundred twenty (120) monthly payments has been made to the Retired Employee and his/her Beneficiary.

In the event the Beneficiary is the Retired Employee's estate, the balance of the one hundred twenty (120) guaranteed monthly payments which would otherwise have become payable shall be paid to the Retired Employee's estate in a single sum which is the Actuarial Equivalent of the remaining guaranteed payments.

If a Beneficiary of a deceased Retired Employee who is not the Retired Employee's estate should die prior to receiving the balance of the one hundred twenty (120) guaranteed monthly payments, the balance of the one hundred twenty (120) guaranteed monthly payments which would otherwise have become payable to the Retired Employee's Beneficiary shall be paid to the Beneficiary's estate in a single sum which is the Actuarial Equivalent of the remaining guaranteed payment.

If an Employee should die after his/her Normal Retirement Date and prior to his/her Deferred Retirement Date, his/her Beneficiary shall be entitled to benefits payable for one hundred twenty (120) months in an amount equal to the amount which would have been payable to the Beneficiary had the Employee retired on the date of his/her death.

- 7.2 In lieu of the normal form of Retirement Benefit described in Section 7.1, an Employee, who was (a) an Administrative Personnel or Union Employee in the Defined Benefit-Only Option, or (b) effective January 1, 1988, a Police Employee, may elect to receive the City's contributions and a refund of his/her contributions, plus Credited Interest.

For purposes of making this calculation, City contributions are deemed to be 150% of the Employee's contributions plus Credited Interest.

The single sum shall be paid as of the first day of the month following the month in which the Employee retires.

7.3 In lieu of the normal form of Retirement Benefit described in Section 7.1, an Employee may elect to receive a Contingent Annuitant option, which is of Actuarial Equivalent value. The joint and contingent annuity shall provide for an actuarially adjusted Retirement Benefit payable for the lifetime of the Retired Employee with the provision that following the Retired Employee's death, such adjusted pension shall continue to be paid to the Retired Employee's Contingent Annuitant at the same rate, at the rate of 2/3 or 1/2 the Retired Employee's adjusted pension. Under the Contingent Annuitant option, one hundred twenty (120) monthly payments at the rate payable while the Retired Employee is alive will be guaranteed.

The monthly payments to the Contingent Annuitant shall commence on the first day of the month following the month in which the Retired Employee dies, if the Contingent Annuitant is then living, and shall continue monthly with the last payment due for the month in which the Contingent Annuitant's death occurs.

If a Contingent Annuitant dies before the Employee commences to receive Retirement Benefits, the normal form of pension will automatically become payable as if a Contingent Annuitant option had not been elected. Except as provided in the following sentence, if the Contingent Annuitant predeceases the Retired Employee after retirement, the pension payments will cease upon the Retired Employee's death. If the death of the Retired Employee and the Contingent Annuitant occur before one hundred twenty (120) monthly payments shall have been made, the remainder of the one hundred twenty (120) monthly payments shall be payable as they become due to the Retired Employee's Beneficiary. If an Employee who has elected this option should die after his/her Normal Retirement Date and prior to his/her Deferred Retirement Date, the Contingent Annuitant, if living, shall be entitled to benefits payable for such Contingent Annuitant's further lifetime in a monthly amount equal to the amount which would have been payable to the Contingent Annuitant had the Employee retired on the date of his/her death with the Contingent Annuitant option operative.

If the Retired Employee dies after payments under this option have commenced but before he/she has received a total of one hundred twenty (120) monthly payments, monthly payments in the same amount previously paid to the Retired Employee shall continue to the Contingent Annuitant until a total of one hundred twenty (120) monthly payments have been made. After that time the Contingent Annuitant shall begin to receive monthly payments in an amount equal to the percentage specified by the Retired Employee under this option. Such payments shall cease with the last monthly payment due immediately preceding the Contingent Annuitant's death.

7.4 Notwithstanding any other provision of the Plan to the contrary:

(a) Subject to Section 7.4(b) below, in the event a participant applies for a benefit as of his/her applicable retirement date and the benefit does not commence until sometime after such retirement date due to administrative delay, the first monthly payment made to the participant shall include any payments that would have been made to the participant (without interest on such payments) had benefits commenced as of his/her applicable retirement date.

(b) If a participant fails to apply for a benefit within six (6) months following attainment of Normal Retirement Date (or if the participant actively works after Normal Retirement Date, his/her Deferred Retirement Date), benefits will automatically commence to the participant, in the normal form of benefit described in Section 7.1, on the first day of the month immediately following the date that is six (6) months after attainment of Normal Retirement Date (or Deferred Retirement Date, if applicable). The first monthly payment made to the Employee shall include any payments that would have been made to the participant (without interest on such payments) had benefits commenced as of his/her Normal (or, if applicable, Deferred) Retirement Date.

(c) Distributions from this Plan will be made in accordance with Section 401(a)(9) of the Code (which is hereby incorporated herein) and regulations issued thereunder, including Section 1.401(a)(9)-1 *et seq.* Any Plan provision reflecting Section 401(a)(9) of the Code shall override any Plan provision inconsistent with Section 401(a)(9) of the Code. For a participant reaches age 70-1/2 after December 31, 2019, the required beginning date for lifetime distributions under Section 401(a)(9) is April 1 of the calendar year following the calendar year in which occurs the later of the participant reaching age 72 or terminating employment with the City.

7.5 If a Retired Employee is re-employed by the City, his/her Retirement Benefit payments shall cease with the last payment due prior to his/her re-employment. Retirement Benefit payments shall again become payable on the first day of the month following subsequent termination of employment.

7.6 Direct Rollover Option:

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover in accordance with Section 401(a)(31) of the Code.

(a) Definitions:

(1) Eligible Rollover Distribution:

An “eligible rollover distribution” is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

- (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee’s designated Beneficiary, or for a specified period of ten (10) years or more,
- (ii) any hardship distribution, or
- (iii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code.

A distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code or to a qualified trust or annuity plan described in Section 401(a) or 403(a) of the Code or an annuity contract described in Section 403(b) of the Code if such trust or annuity plan or contract provides for separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) Eligible Retirement Plan:

An “eligible retirement plan” is:

- (i) an individual retirement account described in Section 408(a) of the Code, including a Roth IRA described in Section 408A of the Code,
- (ii) an individual retirement annuity described in Section 408(b) of the Code, including a Roth IRA described in Section 408A of the Code,

- (iii) a qualified trust described in Section 401(a) of the Code or an annuity plan described in Section 403(a) of the Code, that accepts the distributee's eligible rollover distribution,
- (iv) an annuity contract described in Section 403(b) of the Code that accepts the distributee's eligible rollover distribution, and
- (v) an eligible plan described in Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, that accepts the distributee's eligible rollover distribution and agrees to account separately for amounts transferred into such plan from this Plan.

The foregoing definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a domestic relations order.

(3) Distributee:

A "distributee" includes a participant or former participant. In addition, the participant's or former participant's surviving spouse is a distributee with regard to the interest of the spouse or former spouse.

(4) Direct Rollover:

A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) Nonspouse Beneficiary:

A nonspouse Beneficiary of a deceased participant is also a distributee for purposes of this Section 7.6; provided, however, in the case of a nonspouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity under Section 408 of the Code that is established on behalf of the nonspouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. The determination of the extent to which a distribution to a nonspouse Beneficiary is required under Section 401(a)(9) of the Code shall be made in accordance with applicable IRS guidance.

(c) IRA Rollover of Small Benefits and Account Balances Involuntarily Distributed from the Plan.

If the benefit or account balance of a participant valued at \$5,000 or less is involuntarily distributed under Sections 8.8, 9.4 or 15.6, unless the participant makes an affirmative election regarding the manner of distribution, the distribution shall be rolled over to an individual retirement account with a custodian selected from time to time by the City.

ARTICLE VIII
DEATH BENEFITS

- 8.1 In the event an Employee dies prior to his/her Normal Retirement Date and if, as of the date of his/her death, he/she has completed at least ten (10) years of Credited Service, a death benefit will become payable to the Beneficiary of such Employee.

Unless otherwise elected by the deceased Employee's Beneficiary pursuant to Section 8.7, such death benefit will be in the form of a monthly payment, to commence as of the first day of the month following the death of the Employee, and continuing until the first day of the month preceding the date of death of the Beneficiary.

The monthly amount of such death benefit payable to the Beneficiary shall be equal to 50% of the monthly amount that would have been payable to the Employee, determined in accordance with Section 5.1 and based on his/her years of Credited Service up to the date of his/her death, but determined without regard to any actuarial reduction due to the fact that the Employee had not attained Normal Retirement Age.

- 8.2 In the event a death benefit becomes payable to the Beneficiary of an Employee under the provisions hereof, all provisions of the Plan applicable to a Retired Employee shall, insofar as consistent with Section 8.1 herein, be applicable with respect to such Beneficiary, and all references to pensions shall, insofar as consistent with Section 8.1, be applicable to benefits payable under Section 8.1. Payment of a death benefit under Section 8.1 herein shall render inoperative any election of an option under Article VII.
- 8.3 If an Employee dies before his/her Normal Retirement Date, and a death benefit is not payable under the provisions of Section 8.1 above because he/she had not completed at least ten (10) years of Credited Service, then, provided that he/she has not previously received a refund of his/her contributions, a death benefit will be payable in a single sum to the Employee's Beneficiary in an amount equal to (a) the contributions the Employee has made under the Plan, plus Credited Interest thereon, to the Employee's date of death, plus (b) the vested portion, if any, of the City's contributions plus Credited Interest (as described in Section 9.3).
- 8.4 In the event an Employee who has terminated his/her employment, as described in Section 9.1, should die before his/her Normal Retirement Date, and provided that he/she has not previously received a refund of his/her contributions, a death benefit will be payable in a single sum to the Employee's Beneficiary in an amount equal to

(a) the contributions the Employee has made under the Plan, plus Credited Interest thereon, to the Employee's date of death, plus (b) the vested portion, if any, of the City's contributions plus Credited Interest (as described in Section 9.3).

- 8.5 If an Employee dies on or after his/her Normal Retirement Date, but before his/her Deferred Retirement Date, a death benefit will become payable to his/her Beneficiary in accordance with Section 7.1
- 8.6 If a Retired Employee dies, death benefits will be payable in accordance with Section 7.1 or 7.3, unless an optional form had been elected by the Employee. In such an event, death benefits will be made in accordance with the terms of the optional form of payment elected.
- 8.7 In the event a death benefit becomes payable under the provisions of this Article with respect to (a) an Administrative Employee who was an Employee on or after May 31, 1986, (b) a Union Employee who was an Employee on or after December 30, 1986, or (c) a Police Employee, then, provided that the Retirement Benefits of any such Employee had not commenced before the date of his/her death, the deceased Employee's Beneficiary may elect to receive, in lieu of any other benefit in this Article, a lump sum equal to that which the deceased Employee would have been entitled to receive under the provisions of Section 9.3 on the day prior to the Employee's death.
- 8.8 Notwithstanding any provision of the Plan to the contrary, if the value of any death benefit (including Employee contributions plus interest, as described in Article III) is \$5,000 or less, distribution shall be made in an immediate lump sum payment, subject to Section 7.6(c).

ARTICLE IX
TERMINATION OF EMPLOYMENT

9.1 An Employee who has completed at least ten (10) years of Credited Service and who terminates his/her employment with the City prior to his/her Early or Normal Retirement Date shall be entitled to a Retirement Benefit to commence as of his/her Normal Retirement Date (or Early Retirement Date, if elected by such Employee). The amount of the Retirement Benefit will be determined in accordance with Section 5.1, but based on years of Credited Service to date of termination of employment.

Upon termination of employment, the City shall provide the Employee with a statement showing the Employee's benefit payable at Normal Retirement Date. An Employee has thirty (30) days from the date of receipt of the statement to appeal the amount of his/her benefit.

9.2 In lieu of having a Retirement Benefit at Normal Retirement Date, an Employee described in Section 9.1 may elect to receive at any time prior to his/her Normal Retirement Date a refund of his/her contributions, plus Credited Interest thereon, payable in a single sum. For (a) Administrative Personnel and Union Employees in the Defined Benefit-Only Option or in the Defined Benefit/Thrift Plan Option with defined benefit Employee contributions, or (b) effective January 1, 1988, Police Employees, a terminating Employee shall, in addition to his/her contributions plus Credited Interest, receive a portion of the City's contributions, as determined in Section 9.3.

9.3 An Employee who terminates his/her employment with the City prior to his/her Early or Normal Retirement Date, and who does not meet the Credited Service requirements set forth in Section 9.1, shall receive a refund of his/her contributions, plus Credited Interest, paid in a single sum as soon as administratively feasible following such termination. Administrative Personnel and Union Employees in the Defined Benefit-Only Option or in the Defined Benefit/Thrift Plan Option with defined benefit Employee contributions, or effective January 1, 1988, Police Employees, shall, in addition to his/her contributions plus Credited Interest, receive a portion of the City's contributions plus Credited Interest upon separation from service according to the following table:

<u>Years of Credited Service</u>	<u>Percent of City Share Earned</u>
Less than 5	None
5	50%

6	60%
7	70%
8	80%
9	90%
10 and over	100%

For the purposes of making this calculation, City contributions are deemed to be 150% of the Employee's contributions plus Credited Interest. An Employee shall be 100% vested in the City's share upon attaining his/her Normal Retirement Date. For Defined Benefit/Thrift Plan Option employees with defined benefit Employee contributions made after March 31, 1986, City contributions are deemed to be zero.

- 9.4 Notwithstanding any provision of the Plan to the contrary, if the value of a participant's benefit (including Employee contributions plus interest, as described in Article III) is \$5,000 or less, distribution shall be made in an immediate lump sum payment, subject to Section 7.6(c).

ARTICLE X
FUNDING

- 10.1 For the purposes of providing Retirement Benefits for Retired Employees during the continuance of this Plan, the City will make periodic payments to the Insurance Company or Trustee, determined on the basis of actuarial estimates as furnished by the Plan's actuary, subject to appropriation by the Mayor and City Council. The Plan's actuary shall be an individual who is enrolled with the Joint Board for the Enrollment of Actuaries as provided for in Section 7701(a)(35) of the Code. These payments shall be paid to the Insurance Company or Trustee and accumulated so that the accumulation and the Employee's contributions shall be sufficient to purchase at retirement for each Employee entitled thereto the Retirement Benefits described in the Plan. The Employee contribution will also be forwarded by the City to the Insurance Company or Trustee.
- 10.2 No part of the funds held by the Insurance Company or Trustee shall be used for, or diverted to, purposes other than for the exclusive benefit of Employees covered under this Plan and their Beneficiaries prior to the satisfaction of all liabilities thereunder with respect to them. No person shall have any interest in or right to any of the funds contributed to or held by the Insurance Company or contributed to the Trust and held in the Trust Fund under this Plan except as expressly provided in this Plan and the Group Annuity Contract and the Trust, and then only to the extent that such funds have been contributed by the City and the Employees to the Insurance Company or Trust Fund.
- 10.3 The City expressly reserves the right to change the method of funding at any time at its own selection and without the consent of any other person or organization of any kind.
- 10.4 Notwithstanding any contrary provision of the Plan, the principles incorporated in the Uniform Management of Public Employee Retirement Systems Act that address the investment and management of Plan assets shall be adhered to in connection with the investment and management of Plan assets, to the extent required under the Annotated Code of Maryland, State Personnel and Pensions §40-101, as those sections may from time to time be amended.

ARTICLE XI
ADMINISTRATION

- 11.1 There shall be a Retirement Board appointed by the City to administer the Plan.
- 11.2 The “Retirement Board” means the seven (7)-member body whose members, except for the City Manager, are appointed by the Mayor and confirmed by the Council. The members are composed of a member of the Mayor and Council, the City Manager, three (3) elected City employees (generally a Union, FOP, and Administrative representative) and two (2) Rockville residents, one who serves as Chairperson. The Councilperson and City Manager are permanent Board members. All others are appointed for two (2)-year terms.
- 11.3 The Retirement Board shall have complete control of the administration of this Plan at all times to the limitations and conditions specified in or imposed by this Plan, or the Group Annuity Contract or the Trust. The Retirement Board shall have the right to make such rules as may be necessary for such administration.
- 11.4 All decisions of the Retirement Board with respect to such administration shall be conclusive and shall be binding on all parties to this Plan, except as may be otherwise provided for herein.

ARTICLE XII
AMENDMENT AND TERMINATION

- 12.1 It is the intent of the City that this Plan shall be permanent and shall remain in effect for an indefinite period. The City, however, reserves the right to modify or discontinue the Plan at any time in the event unforeseen circumstances make such amendment or discontinuance necessary. The City expressly reserves the right to modify the Plan in order to take advantage of or conform the Plan to the provisions of any statute or ruling of the Federal or any State government, or of any duly constituted agency thereof.

ARTICLE XIII
DISCONTINUANCE OF THE PLAN

- 13.1 In the event this Plan shall be discontinued, no further City or Employee contributions shall be made to the Insurance Company or Trustee. At the date of discontinuance of the Plan, Employees who have not retired shall be entitled to the return of their contributions plus Credited Interest, or in lieu thereof may elect to have such contributions with Credited Interest applied to purchase paid-up deferred Retirement Benefits. In addition thereto, all Retirement Benefits for Employees, Retired Employees, Contingent Annuitants, Beneficiaries or surviving spouses under this Plan shall be nonforfeitable, to the extent funded, and shall be vested in such persons and the City payments available for the purchase of Retirement Benefits shall be allocated at the date of discontinuance in the manner hereinafter described.
- (a) Any funds paid by the City to the Insurance Company or Trustee which shall be available for distribution upon discontinuance of the Plan shall be applied to purchase Retirement Benefits for Employees, Contingent Annuitants, Beneficiaries, or surviving spouses who are already receiving Retirement Benefits on the date of discontinuance or for Employees who have on that date attained their Normal or Deferred Retirement Date in amounts to which said Employees, or their Beneficiaries, shall be entitled under the Plan to the extent that sufficient funds thereof shall be available.
 - (b) Any funds paid by the City to the Insurance Company or Trustee which shall be available for distribution after the purchase of the Retirement Benefits described in Section 13.1(a) above shall be applied to purchase Retirement Benefits for Employees who have attained their Early Retirement Date at the date of discontinuance in amounts to which said Employees shall be entitled under the Plan to the extent that sufficient funds shall be available.
 - (c) Any funds paid by the City to the Insurance Company or Trustee which shall be available for distribution after the purchase of Retirement Benefits described in Section 13.1(a) or 13.1(b) above shall be applied to purchase Retirement Benefits at the date of such discontinuance for all other Employees in amounts to which said Employees shall be entitled under the Plan to the extent that sufficient funds shall be available.
- 13.2 Said available funds shall be used to completely purchase Retirement Benefits in any one class as described above before being used for subsequent classes. In the event the funds available for a class are insufficient to completely purchase the

Retirement Benefits for such class; they shall be applied pro rata within the class to purchase such benefits to the extent that such funds are sufficient.

- 13.3 Any funds paid by the City to the Insurance Company or Trustee which shall be available for distribution after the purchase in full of the Retirement Benefits described in Sections 13.1(a), 13.1(b), and 13.1(c) above shall be deemed to have become available as a result of actuarial error and shall be paid in cash to the City, provided, however, that no funds shall revert to the City prior to the satisfaction of all liabilities under the Plan.
- 13.4 The provision of this Article XIII shall not become operative nor shall the Plan be deemed to be discontinued merely because the City changes the method of funding or changes the agency through which the Plan is funded.

ARTICLE XIV
MISCELLANEOUS

- 14.1 Inclusion in the Plan shall not be construed as giving an Employee any right to be retained in the service of the City without its consent, nor shall it interfere with the right of the City to discharge the Employee, nor shall it give the Employee any right, claim or interest in any Retirement Benefits herein described except upon fulfillment of the provisions and requirements of this Plan.
- 14.2 Retirement Benefit payments shall be paid to any Retired Employee less frequently than monthly where the amount of monthly Retirement Benefit is less than \$20.00 per month, or shall be paid in a lump sum payment to any Retired Employee in lieu of his/her monthly Retirement Benefit where such monthly benefit would be less than \$10.00, such lump sum payment to be Actuarial Equivalent of such monthly Retirement Benefit.
- 14.3 No benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, garnishment or encumbrance of any kind unless so specifically provided in the terms of this Plan or applicable law. Any attempt to otherwise alienate, sell, transfer, assign, pledge or encumber any such benefits whether presently or thereafter payable shall be void.
- This section 14.3 shall apply to the creation, assignment or recognition of a right to any benefit or other amount payable to an Employee pursuant to a domestic relations order, unless such order is determined by the Administrator to be a qualified domestic relations order, as defined in Code Sections 414(p)(1)(A)(i) and 414(p)(11), in which case such benefit or portion of that benefit shall be paid out in accordance with the terms of the court order directing the attachment of the benefit payment.
- 14.4 This Plan shall be construed and enforced under the laws of the State of Maryland and all of the provisions hereof shall be administered in accordance with the laws of that State.
- 14.5 Effective January 1, 1987, the City shall pick up under the provisions of Section 414(h)(2) of the Code the Employee contributions required by Sections 3.1 and 15.2 for Administrative Personnel and Union Employees for all Earnings earned after December 31, 1986. The City shall pick up, under the provisions of Section 414(h)(2) of the Code, the Employee contributions required by Section 3.1 for Police Employees for all Earnings after December 29, 1991. The City shall pick up, under the provisions of Section 414(h)(2) of the Code, the Employee contributions required by Section 4.5 (to the extent made through payroll deduction) and Section

4.6. The City hereby specifies that although these contributions are so designated as Employee contributions, said contributions are being paid by the City in lieu of contributions by the Employee. The Employee contributions picked up by the City are not subject to the option of the Employee receiving the picked up amounts directly and must be paid to the Plan. The contributions so picked up shall be treated as City contributions in determining tax treatment under the Code; however, the contributions so picked up shall be included in Earnings for purposes of this Plan. The City shall pay these Employee contributions from the same source of funds, which is used in paying Earnings to the Employee. Employee contributions, which are picked up, shall be treated, for all purposes of this Plan, in the same manner and to the same extent as Employee contributions made prior to the date picked up.

14.6 Limitation on Pension Benefits

Notwithstanding any Plan provisions to the contrary, effective for Plan Years beginning on or after July 1, 2007:

(a) Maximum Benefit and Contributions

To the extent necessary to prevent disqualification under Section 415 of the Code, and subject to the remainder of this Section 14.6, the maximum annual benefit to which any Employee may be entitled in any Plan Year (hereafter referred to as the “maximum benefit”) shall not exceed the “Defined Benefit Dollar Limit” (adjusted as provided in Section 14.6(b)), which limit shall be determined in accordance with the following:

- (1) The Defined Benefit Dollar Limit shall be \$230,000 as of July 1, 2020, as adjusted for future Plan Years under Section 415(d) of the Code.
- (2) The Defined Benefit Dollar Limit as set forth above is the annual amount payable in the form of a straight life annuity, beginning no earlier than age sixty-two (62) (except as provided in Section 14.6(b)(2)(i)) and no later than age sixty-five (65). In the case of a monthly amount payable in a form other than a straight life annuity, or beginning before age sixty-two (62) or after age sixty-five (65), the adjustments in Section 14.6(b) shall apply.

The dollar limits in this Section shall be adjusted, effective January 1 of each year, under Section 415(d) of the Code, in such manner as the Secretary of the Treasury shall prescribe, for active Employees entitled to receive benefits, without any amendment to this Plan, to reflect cost of

living increases announced by the Service pursuant to Section 415(d) of the Code and the increase which is effective as of the January 1st contained within the Plan Year shall be effective for the entire Plan Year.

(b) Actuarial Adjustments Relating to Defined Benefit Dollar Limit

(1) Adjustment for Benefit Payable in Form Other than Straight Life Annuity

- (i) If a monthly benefit is payable in a form other than a straight life annuity, before applying the Defined Benefit Dollar Limit, the benefit shall be adjusted, in the manner described in Section 14.6(b)(1)(ii) or (iii), to the actuarially equivalent straight life annuity that begins at the same time. No actuarial adjustment to the benefit shall be made for (A) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity (as defined for purposes of Section 415 of the Code) to the extent such benefits would not be payable if the Employee's benefit were paid in another form, (B) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits), or (C) in the case of a form of benefit not subject to Section 417(e)(3) of the Code, the inclusion of a feature under which a benefit increases automatically to the extent permitted to reflect cost of living adjustments and the increase, if any, in the Defined Benefit Dollar Limit under Section 415(d) of the Code.
- (ii) If the benefit of an Employee is paid in a form not subject to Section 417(e) of the Code, the actuarially equivalent straight life annuity (without regard to cost-of-living adjustments described in this Section 14.6 is equal to the greater of (A) the annual amount of the straight life annuity (if any) payable to the Employee under the Plan commencing at the same time, or (B) the annual amount of the straight life annuity commencing at the same time that has the same actuarial present value as the Employee's form of benefit, computed using a 5% interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Code.

- (iii) If the benefit of a Employee is paid in a form subject to Section 417(e) of the Code, the actuarially equivalent straight life annuity is equal to the greatest of: (A) the annual amount of the straight life annuity commencing at the benefit commencement date that has the same actuarial present value as the Employee's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form, (B) the annual amount of the straight life annuity commencing at the time that has the same actuarial present value as the Employee's form of benefit, computed using a 5.5% interest rate assumption and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Code, or (C) the annual amount of the straight life annuity commencing at the same time that has the same actuarial present value as the Employee's form of benefit, computed using the applicable interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Code, divided by 1.05. With respect to any benefit described in this Section 14.6(b)(1)(iii) which had a benefit commencement date in Plan Years commencing in 2004 or 2005, this Section 14.6(b)(1)(iii), with the exception of clause (C), shall apply to any required adjustment.
- (iv) For purposes of this Section 14.6(b)(1), whether a form of benefit is subject to Section 417(e) of the Code is determined without regard to the status of the Plan as a governmental plan as described in Section 414(d) of the Code.

(2) Adjustment for Benefit Commencement before Age Sixty-Two (62) or after Age Sixty-Five (65)

- (i) If the benefit of a Employee begins prior to age sixty-two (62), the Defined Benefit Dollar Limit applicable to the Employee at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limit applicable to the Employee at age sixty-two (62) (adjusted for participation of fewer than ten (10) years, if

applicable) computed using a 5% interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Code. However, if the Plan provides an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the Defined Benefit Dollar Limit is the lesser of: (A) the limitation determined under the immediately preceding sentence, or (B) the Defined Benefit Dollar Limit (adjusted for participation of fewer than ten (10) years, if applicable) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the age of benefit commencement to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Section. In addition, the adjustment in this Section 14.6(b)(2)(i) shall not apply as a result of benefits paid on account of disability or as a result of the death of an Employee.

The preceding paragraph (i) shall not apply for years beginning after December 31, 1996 to Police Employees who are “qualified participants,” as that term is herein defined. A “qualified participant” for purposes of Section 14.6(b)(2)(i) is an Employee with respect to whom the period of service taken into account in determining the amount of benefit under the Plan includes at least fifteen (15) years of service of the Police Employee as (A) a full time-Employee as a sworn police officer of the City, or (B) a member of the Armed Forces of the United States.

- (ii) If the benefit of an Employee (including a Police Employee who is a “qualified participant”) begins after age sixty-five (65), the Defined Benefit Dollar Limit applicable to the Employee at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the Defined Benefit Dollar Limit applicable at age sixty-five (65) (adjusted for participation of fewer than ten (10) years, if applicable) computed using a 5% interest rate assumption and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Code. However, if the Plan provides an immediately

commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limit is the lesser of (A) the limitation determined under the immediately preceding sentence, or (B) the Defined Benefit Dollar Limit (adjusted for participation of less than ten (10) years if applicable) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the age of benefit commencement to the annual amount of the adjusted, immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Section. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the age of the benefit commencement date is the annual amount of such annuity payable to the Employee, computed disregarding the Employee's accruals after age sixty-five (65) but including any actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted, immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age sixty-five (65) and has the same accrued benefit as the Employee.

- (iii) Mortality Adjustments. For purposes of this Section 14.6(b)(2), no adjustment shall be made to the Defined Benefit Dollar Limit to reflect the probability of an Employee's death between the benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the benefit commencement date, as applicable, if benefits are not forfeited upon the death of the Employee prior to the benefit commencement date. To the extent benefits are forfeited upon death before the benefit commencement date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the participant's death if the Plan does not charge Employees for providing a qualified preretirement survivor annuity (as defined for purposes of Section 415 of the Code) upon the Employee's death.

(c) Reducing Dollar Limit

If the Employee has fewer than ten (10) years of participation in the Plan (as determined under Section 415 of the Code and the regulations thereunder), the Defined Benefit Dollar Limit shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is ten (10). The adjustment in this Section 14.6(c) shall not apply to benefits paid on account of Disability or as a result of the death of an Employee.

(d) Other Reductions in Maximum Benefit

In addition to the foregoing, the maximum benefit shall be reduced, and the rate of benefit accrual shall be frozen or reduced accordingly, to the extent necessary to prevent disqualification of the Plan under Section 415 of the Code, with respect to any Employee who is also a participant in:

- (1) any other tax-qualified defined benefit plan maintained by the City, and/or
- (2) any tax-qualified defined benefit plan maintained by an affiliated or predecessor employer, as described in regulations under Section 415 of the Code, or otherwise required to be taken into account under such regulations.

(e) Multiple Benefit Commencement Dates

If an Employee has distributions commencing at more than one benefit commencement date (determined in accordance with Section 415 of the Code and the regulations thereunder), the benefits payable as of each such benefit commencement date shall satisfy the limitations of this Section 14.6 as of each such date, actuarially adjusting for past and future distributions of benefits commencing at the other benefit commencement dates.

(f) Grandfathered Benefits

The application of the provisions of this Section shall not cause the maximum permissible benefit for any Employee to be less than the Employee's Normal Retirement Benefit under this Plan as of the end of

the last Plan Year beginning before July 1, 2007 under provisions of this Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under Section 415 of the Code as in effect as of the end of the last Plan Year beginning before July 1, 2007.

(g) Incorporation of Section 415 Limits

To the extent an Employee's benefit is subject to provisions of Section 415 of the Code which have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

14.7 Special Rules Relating to Purchase of Permissive Service Credit

(a) If an Employee makes one or more contributions to the Plan to purchase Permissive Service Credit pursuant to Article IV or otherwise, then the requirements of Section 415 of the Code will be met with respect to these contributions only if:

(1) The requirements of Section 415(b) of the Code are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of such section (provided, however, that the Plan shall not fail to meet the reduced limit under Section 415(b)(2)(C) of the Code solely by reason of this Section 14.7(a)(1); or

(2) The requirements of Section 415(c) of the Code are met, determined by treating all such contributions as annual additions for purposes of such section (provided, however, that the Plan shall not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this Section 14.7(a)(2).

(b) For purposes of this Section 14.7, "Permissive Service Credit" shall mean service credit which is:

(1) Recognized by the Plan for purposes of calculating an Employee's benefit under the Plan;

(2) Which such Employee has not otherwise received under the Plan; and

- (3) Which such Employee may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Permissive Service Credit may include service credit for periods for which there is no performance of service, and, notwithstanding clause (2) above, may include service credited in order to provide an increased benefit for service credit which a participant is receiving under the Plan.

- (c) Anything contained herein to the contrary notwithstanding, no more than five (5) years of Nonqualified Service Credit may be taken into account under the Plan. Furthermore, no Nonqualified Service Credit may be taken into account under the Plan until the Employee has at least five (5) years of participation under the Plan.
- (d) For purposes of this Section 14.7, "nonqualified service credit " shall mean Permissive Service Credit other than that allowed with respect to:
 - (1) Service (including parental, medical, sabbatical and similar leave) as an employee of the government of the United States, any state or a political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Section 14.7(e) hereof);
 - (2) Service (including parental, medical, sabbatical and similar leave) as an employee (other than as an employee described in clause (i) of an educational organization described in Section 170(b)(1)(A)(ii) of the Code which is a public, private or sectarian school which provides elementary or secondary education (through grade twelve (12)), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed;
 - (3) Service as an employee of an association of employees who are described in Section 14.7(d)(1) above; or
 - (4) Military service (other than qualified military service under Section 414(u) of the Code) recognized by the Plan.

In the case of service described in Sections 14.7(d)(1), (2) or (3) above, such service shall be nonqualified service if recognition of such service would cause an Employee to receive a retirement benefit for the same service under more than one plan.

- (e) In the case of any repayment of a Employee's contributions (including interest thereon) to the Plan with respect to an amount previously refunded upon a forfeiture of Credited Service under this Plan or under any other governmental plan maintained by the State of Maryland or other local government employer within the State of Maryland, any such repayment shall not be taken into account for purposes of Section 415 of the Code.
- (f) If an Employee elects to purchase Permissive Service Credit hereunder, as described in Section 4.6 of the Plan, or repay mandatory participant contributions plus interest, as described in Section 4.6(a)(2) of the Plan, the Employee may elect to have amounts credited to him under any tax-sheltered annuity under Section 403(b) of the Code or deferred compensation plan under Section 457(b) of the Code transferred directly from the trustee or custodian of such arrangement to the Trustee of this Plan in order to satisfy such purchase or repayment obligation.

In the case of a trustee-to-trustee transfer described in Section 14.7(f), the limitations on purchase of service credit set forth in subsection (c) above shall not apply in determining whether the transfer is for the purchase of Permissive Service Credit. Furthermore, the distribution rules otherwise applicable to this Plan shall apply to such transferred amounts and to any benefits attributable to such transferred amounts.

- (g) This Section 14.7 shall be effective with respect to repayment contributions and Permissive Service Credit contributions made in years beginning no earlier than January 1, 1998. Notwithstanding the foregoing, in the case of an eligible Employee, the limitations of Section 415(c)(1) of the Code shall not be applied to reduce the amount of Permissive Service credit which may be purchased to an amount which is less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997.

For purposes of this Section 14.7(f), an "eligible participant" is an individual who first became a participant in the Plan before January 1, 1998.

- 14.8 Any forfeitures arising under the Plan for any reason shall not be applied to increase the benefit of any person hereunder, but rather, shall be applied to pay administrative expenses of the Plan and Trust that funds the Plan if and as directed by the Retirement Board and/or be used to reduce the City's contribution under the Plan.
- 14.9 All rights and benefits (including, but not limited to, rights of election of payment form and designation of Beneficiary) afforded to an Employee or Beneficiary in this Plan shall be subject to the rights afforded to any alternate payee under a qualified domestic relations order, as those terms are defined in Sections 414(p)(1)(A)(i) and 414(p)(11) of the Code.
- 14.10 All provisions hereunder relating to the spouse of an Employee shall be construed and administered in accordance with IRS Revenue Ruling 2013-17, IRS Notice 2014-19, and any subsequent guidance relating to same-sex spouses.

ARTICLE XV
THRIFT PLAN

- 15.1 The Thrift Plan is available to (a) Administrative Personnel hired on or after April 15, 1986, (b) Administrative Personnel employed by the City as of April 14, 1986, who elect to be covered by the Defined Benefit/Thrift Plan Option, (c) Union Employees hired on or after December 2, 1986, and (d) Union Employees employed by the City as of December 1, 1986 who elect to be covered by the Defined Benefit/Thrift Plan Option. Participation in the Defined Benefit/Thrift Plan Option by Administrative Personnel hired on or after April 15, 1986 and Union Employees hired on or after December 2, 1986 is mandatory.
- 15.2 Each participant in the Thrift Plan shall elect, within thirty (30) calendar days of becoming an eligible participant, to reduce his/her Earnings by 1%, 2%, 3%, 4%, or 5% (in whole percentages only) in order to make periodic contributions to the Thrift Plan. Such election shall become effective with respect to any Earnings of the Employee attributable to service on and after the first day of the first pay period that begins after receipt by the City of the Employee's completed election form and shall be irrevocable for the tenure of such Employee's employment. The Thrift Plan does not accept rollover contributions from any other plan.
- 15.3 The City shall make a matching Thrift Plan Contribution equal to \$0.50 for each \$1.00 contributed by an Employee.
- 15.4 The Thrift Plan Supplemental Contribution set forth in this Section 15.4 covers all charter-appointed employees, and all non-appointed at-will contract employees of the City whose contracts contain provisions authorizing this benefit. For each payroll period, the City shall provide an employer contribution equal to 10% of the amount of base salary paid for such payroll period for each Employee eligible therefor under this Section 15.4.
- 15.5 An individual bookkeeping account shall be maintained by the City (or by such recordkeeper as the City may designate) on behalf of each Employee until such account is used to provide an annuity or is otherwise distributed in accordance with the further terms of this Plan. Each Employee's account will be maintained as to reflect the amount attributable to Employee contributions (as adjusted for investment experience), to Thrift Plan Contributions (as adjusted for investment experience), and to Thrift Plan Supplemental Contributions (as adjusted for investment experience). Each Employee's account may, at the election of the Employee, be divided into several subaccounts, each invested in different types of investments, as may be provided in accordance with rules adopted by the Retirement Board. Each Employee may change how his/her account or

subaccounts are invested in accordance with rules adopted by the Retirement Board. Each Employee's account shall be valued each day and each day shall be credited with gains or losses in accordance with the investment medium in which such account or subaccount is invested.

- 15.6 An Employee shall be fully vested in his/her Employee contributions and Thrift Plan Supplemental Contributions (if any) (as adjusted for investment experience). An Employee shall also be vested in his/her Thrift Plan Contributions (as adjusted for investment experience) in accordance with the following table:

<u>Years of Credited Service</u>	<u>Percent of City's Share Earned</u>
Less than 3	None
3 or more	100%

An Employee shall be 100% vested in the Thrift Plan Contributions (and earnings thereon) upon attaining his/her Normal Retirement Date. The Thrift Plan does not take into account any prior service with any other governmental entity for purposes of calculating Credited Service for vesting under the Thrift Plan.

Upon an Employee's termination of employment with the City, any nonvested portion of the Employee's Thrift Plan account shall be forfeited, and may be used by the City to pay administrative expenses of, or to fund City contributions to, the Thrift Plan. If an Employee who has incurred a forfeiture is rehired by the City within one year after the Employee's termination of employment, the forfeited amount (unadjusted for earnings or losses) shall be restored to the Employee's Thrift Plan account. If rehires occurs after more than one year, the forfeited amount shall not be restored.

- 15.7 Subject to Section 7.4 with respect to required minimum distributions and the last paragraph of this Section 15.7, an Employee who terminates employment with the City may elect to leave his/her Thrift Plan account in the Plan. His/her account, including the vested portion of the City's contributions, will continue to be adjusted for investment experience until his/her account is fully distributed, as set forth in the following paragraphs:

An Employee who terminates employment with the City with no vested City Thrift Plan contributions may elect a distribution of his/her Employee Thrift Plan contributions in the form of a lump sum payment.

An Employee who terminates employment with the City with vested City Thrift Plan contributions may elect a distribution in one of the following forms of payment: (1) a

lump sum payment of the Employee's account balance; (2) partial distribution of the Employee's account balance; (3) a series of installments over a period of years (payable on a monthly, quarterly, semi-annual or annual basis) which extends no longer than the life expectancy of the Employee as permitted under Section 401(a)(9) of the Code; or (4) a purchase of a single premium nontransferable annuity contract for such term and in such form as the Employee selects that provides for payments in the form of an irrevocable annuity each calendar year of amounts not less than the amount required under Section 401(a)(9) of the Code.

Notwithstanding any provision to the contrary, if the value of a participant's Thrift Plan account is \$5,000 or less, distribution shall be made in an immediate lump sum payment, subject to Section 7.6(c).

- 15.8 In the event that all, or any portion, of the distribution payable to an Employee or his/her beneficiary hereunder shall, at the expiration of five (5) years after it shall become payable, remain unpaid solely by reason of the inability of the Retirement Board, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Employee or his/her beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. However, the dollar amount of the Employee's vested benefit, unadjusted for gains or losses in the interim, shall be reinstated if a claim for the benefit is made by the Employee or his/her beneficiary to whom it was payable before it escheats pursuant to applicable law. Notwithstanding the foregoing, if a benefit payable to a missing person is subject to escheat pursuant to any applicable state law, then payment of such benefit may be made in accordance with such state law and such missing person shall not thereafter have any rights with respect to such benefit.
- 15.9 Upon the death of any Employee prior to complete distribution of his/her account in cash and/or by provisions of an annuity, his/her Beneficiary shall be entitled to a distribution of the vested portion of the Employee's account remaining undistributed.
- 15.10 Notwithstanding any other provision in this Article XV, contributions made pursuant to this Article XV constitute "annual additions," as defined in Section 415(c)(2) of the Code, to the Employee's account, and shall not exceed the lesser of (a) \$57,000, as adjusted for increases in the cost of living under Section 415(d) of the Internal Revenue Code, or (b) 100% of the Employee's compensation, within the meaning of Section 415(c)(3) of the Code, for the Plan Year. The compensation limit referred to in (b) shall not apply to any contribution for medical benefits, after separation from service (within the meaning of Section 401(h) or 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

The City of Rockville Pension Plan, as amended and restated herein as of December 1, 2020, is hereby ratified and confirmed in all other respects.

IN WITNESS WHEREOF, the City has caused this document to be executed this ____ day of _____, 2020.

CITY OF ROCKVILLE

By: _____
Bridget Donnell Newton, Mayor

APPENDIX A
COST -OF-LIVING ADJUSTMENTS SINCE JANUARY 1, 1988

- (a) Increase effective January 1, 1988:
 - (1) Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 1987 shall receive a 2% increase in his/her Retirement Benefits.
 - (2) Each Retired Employee who commenced to receive a Retirement Benefit after December 31, 1986 but prior to January 1, 1988 shall receive a 1% increase in his/her Retirement Benefits.

- (b) Increase effective July 1, 1989:
 - (1) Each Retired Employee who commenced to receive Retirement Benefits prior to July 1, 1988 shall receive a 4% increase in his/her Retirement Benefits.
 - (2) Each Retired Employee who commenced to receive Retirement Benefits prior to June 30, 1989 but after June 30, 1988 shall receive a 3% increase in his/her Retirement Benefits.

- (c) Increase effective July 1, 1990:
 - (1) Each Retired Employee who commenced to receive Retirement Benefits prior to July 1, 1989 shall receive a 4% increase in his/her Retirement Benefits.
 - (2) Each Retired Employee who commenced to receive Retirement Benefits prior to June 30, 1990 but after June 30, 1989 shall receive a 3% increase in his/her Retirement Benefits.

- (d) Increase effective July 1, 1991:
 - (1) Each Retired Employee who commenced to receive Retirement Benefits prior to July 1, 1990 shall receive a 4% increase in his/her Retirement Benefits.
 - (2) Each Retired Employee who commenced to receive Retirement Benefits prior to June 30, 1991 but after June 30, 1990 shall receive a 3% increase in his/her Retirement Benefits.

- (e) Increase effective July 1, 1993:
 - (1) Each Retired Employee who commenced to receive Retirement Benefits prior to July 1, 1992 shall receive a 2% increase in his/her Retirement Benefits.
 - (2) Each Retired Employee who commenced to receive Retirement Benefits prior to June 30, 1993 but after June 30, 1992 shall receive a 1% increase in his/her Retirement Benefits.

- (f) Increase effective July 1, 1994:
 - (1) Each Retired Employee who commenced to receive Retirement Benefits prior to July 1, 1993 shall receive a 2% increase in his/her Retirement Benefits.
 - (2) Each Retired Employee who commenced to receive Retirement Benefits prior to June 30, 1994 but after June 30, 1993 shall receive a 1% increase in his/her Retirement Benefits.

- (g) Increase effective January 1, 1997:

Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 1996 shall receive a 1.5% increase in his/her Retirement Benefits.

- (h) Increase effective January 1, 1998:

Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 1997, shall receive a 1.5% increase in his/her Retirement Benefits.

- (i) Increase effective January 1, 2000:

Each Retired Employee, who commenced to receive Retirement Benefits prior to January 1, 1999, shall receive a 2.0% increase in his/her Retirement Benefits.

- (j) Increase effective January 1, 2001:

Each Retired Employee, who commenced to receive Retirement Benefits prior to January 1, 2000, shall receive a 2.0% increase in his/her Retirement Benefits.

- (k) Increase effective January 1, 2002:

Each Retired Employee, who commenced to receive Retirement Benefits prior to January 1, 2001, shall receive a 1.5% increase in his/her Retirement Benefits.

- (l) Increase effective January 1, 2004:

Each Retired Employee, who commenced to receive Retirement Benefits prior to January 1, 2003, shall receive a 1.5% increase in his/her Retirement Benefits.

- (m) Increase Effective January 1, 2006:
Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 2005, shall receive a 1.5% increase in his/her Retirement Benefits.
- (n) Increase Effective January 1, 2007:
Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 2006, shall receive a 1.5% increase in his/her Retirement Benefits.
- (o) Increase Effective January 1, 2008:
Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 2007, shall receive a 1.0% increase in his/her Retirement Benefits.
- (p) Increase Effective January 1, 2019:
Each Retired Employee who commenced to receive Retirement Benefits prior to January 1, 2018, shall receive a 1.0% increase in his/her Retirement Benefits.