

**CITY OF ORLANDO**

**GENERAL EMPLOYEE DEFINED BENEFIT**

**RETIREMENT PLAN**

**Effective July 1, 1952**

**[As Amended by Resolution on September 28, 1998; effective October 1, 1998]**

**[As Amended by Resolution on April 17, 2000; effective May 1, 2000]**

**[As Amended by Resolution on July 19, 2004; effective August 1, 2004]**

**[As Amended by Resolution on April 25, 2005; effective May 1, 2005]**

**[As Amended on June 8, 2009; effective June 8, 2009]**

**[As Amended on April 26, 2010; effective April 26, 2010]**

**[As Amended on November 5, 2012; effective November 5, 2012]**

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**ARTICLE I**

**NAME OF RETIREMENT PLAN; EFFECTIVE DATE; SHORT TITLE**

- 1.1 The City of Orlando General Employee Retirement Plan, established effective July 1, 1952, and previously amended from time to time, is hereby restated, amended and renamed the City of Orlando General Employee Defined Benefit Retirement Plan.
- 1.2 This Plan shall be known and may be cited as the DB Retirement Plan.

## **ARTICLE II**

### **DEFINITIONS**

As used in the Retirement Resolution:

- 2.1 "Accumulated Participant Contributions" means the credit balances in a Participant's individual pre-1977 account and post-1988 account, including interest credited to the Participant contributions.
- 2.2 "Anniversary Date" means September 30 of each year.
- 2.3 "Beneficiary" means the person to whom a Participant has designated to receive the Participant's interest in the Plan upon the death of the Participant.
- 2.4 "City" means the City of Orlando, Florida, the employer, when acting under authority given by the Orlando City Council.
- 2.5 "Credited Service" means the years of service for pension purposes, to the nearest one-twelfth (1/12) year, in an individual's credited service account.
- 2.6 "DB Retirement Plan" means the retirement plan maintained in accordance with the provisions of this DB Retirement Plan. The term "DB Retirement Plan" shall also include, when appropriate, the terms of the Plan prior to its restatement on October 1, 1998 and as amended herein.
- 2.7 "DC Retirement Plan" means the City of Orlando General Employee Defined Contribution Retirement Plan.

2.8 "Earnings" means the base salary or wages, including shift differentials and working out of job classification pay, paid to a Participant for personal services rendered the City, including:

- (a) longevity pay applicable to the period of credited service;
- (b) base salary or wages while absent from work on account of vacation, holidays, illness, personal leave or other City authorized paid leave; and
- (c) elective contributions to a Internal Revenue Code (IRC) Section 457 deferred compensation plan or to a Internal Revenue Code (IRC) Section 125 cafeteria plan.

Earnings shall not include any salary, wage or other remuneration not specifically designated in this section as included in Earnings.

Earnings in excess of \$150,000 shall be disregarded. Such amount shall be adjusted for increases in the cost-of-living in accordance with IRC Section 401(a)(17), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning within such calendar year.

2.9 "Employee" means an individual not otherwise excluded in section 3.2 or section 3.3, who is employed by the City in a position subject to withholding of federal income and FICA tax, including elected and appointed officials.

2.10 "Employer" means the City.

2.11 "Final Average Earnings" shall be one third (1/3) of the total amount of Earnings paid a Participant for the thirty-six (36) consecutive months of Credited Service, contained within the last one hundred twenty (120) months of Credited Service, in which the total amount of Earnings paid is highest. If a Participant has less than thirty-six (36) consecutive months of

Credited Service, Final Average Earnings shall be the total amount of Earnings paid for the period of Credited Service divided by the Participant's Credited Service.

2.12 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason.

2.13 "IRC" means the Internal Revenue Code, Title 26, United States Code, as amended.

2.14 "Leased Employee" means any person (other than an Employee of the City) who pursuant to an agreement between the City and any other person (leasing organization) has performed services for the City for a period of at least one (1) year under the primary control or direction of the City. A Leased Employee shall not be eligible to participate in this Plan if (a) such individual is provided pension benefits by the leasing organization in compliance with IRC Section 414(n)(5)(A) and (B) or (b) such individual first provided services to the City on or after October 1, 1998.

2.15 "Normal Retirement Age" means a Participant eligible to retire upon fulfilling the requirements as provided in Article V.

2.16 "Participant" means an individual who is a Participant in the DB Retirement Plan as provided in Article III.

2.17 "Pension" means a series of monthly payments to a Retired Participant or Survivor Pension Beneficiary as provided in the Retirement Resolution.

2.18 "Plan" means this instrument, including all amendments as may be made from time to time thereto.

2.19 "Plan Administrator" means the City official(s) designated by the Retirement Board as provided in Article XVI.

2.20 "Plan Year" means the twelve (12) consecutive month period commencing on October 1 of each year and ending the following September 30.

2.21 "Refund Beneficiary" means an individual who has been designated to be paid Accumulated Participant Contributions in the event of the death of a Participant or Former Participant, or a residual refund of unexpended Accumulated Participant Contributions in the event of the death of a Retired Participant or Survivor Pension Beneficiary.

2.22 "Retired Participant" means an individual who is being paid a pension on account of participation in the DB Retirement Plan.

2.23 "Retirement Board" means the City Council of the City.

2.24 "Survivor Pension Beneficiary" means an individual who is being paid a pension or who has been designated to be paid a pension as a result of the death of a Participant or Retired Participant.

2.25 "Vested Former Participant" means a Former Participant who retains entitlement to normal or early retirement as provided in Article VI.

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.

## ARTICLE III

### PARTICIPATION

- 3.1 Participation Mandatory. Each Employee of the City hired on or before September 30, 1998 shall be a Participant of this Plan unless excluded from participation in accordance with section 3.2 or 3.3 of this Article.
- 3.2 Exclusions From Participation. The following Employees are excluded from participation:
- (a) Those originally hired on or after October 1, 1998;
  - (b) Those designated by the City as being employed in a SEASONAL position;
  - (c) Those designated by the City as being employed in a TEMPORARY position;
  - (d) An individual retained or contracted by the City in a manner not subject to withholding of federal income tax or FICA tax; and
  - (e) Sworn police officers and firefighters of the City who are non-retired participants in another retirement plan to which the City makes employer contributions.
- 3.3 Transferring Participant. Employees who were Participants of this DB Retirement Plan on or after October 1, 1998 may elect to transfer to the DC Retirement Plan, with the present value of their accrued benefit as of the date of transfer (determined in accordance with the provisions in the Appendix) transferred to the DC Retirement Plan. Such Employees who elect to transfer to the DC Retirement Plan shall cease to be Participants of this Plan as of their dates of transfer and shall thereafter be ineligible to participate in this DB Retirement Plan.



- (a) Participants of this DB Retirement Plan who had ten (10) or more years of Credited Service in the DB Retirement Plan as of October 1, 1998 may elect to transfer to the DC Retirement Plan at any date prior to the date which is thirty (30) calendar days after termination of active participation in this DB Retirement Plan.
- (b) Participants of this DB Retirement Plan who had less than ten (10) years of Credited Service in this DB Retirement Plan as of October 1, 1998 may elect to transfer to the DC Retirement Plan at any date prior to the earlier of (i) thirty (30) calendar days after termination of active participation in this DB Retirement Plan or (ii) October 1, 2001.
- (c) In the event of the death of a Participant in this DB Retirement Plan who had completed (a) ten (10) years of Credited Service as of October 1, 1998, or (b) was employed on October 1, 1998 and died prior to October 1, 2001, the present value of his or her accrued benefit in this DB Retirement Plan may be transferred to this Plan by the Participant's designated Refund Beneficiary, as defined in the DB Retirement Plan. If more than one such Refund Beneficiary has been designated by the Participant in writing prior to his or her death, then the transfer may be made by any such designated Refund Beneficiary, or combination of designated Refund Beneficiaries, who would be entitled to receive more than fifty percent (50%) of the benefit. If no Refund Beneficiary has been designated, then the transfer may be made by the executor or administrator of the Participant's estate. In any event, the transfer must be elected within six (6) months of the date of the Participant's death.
- (d) Former Participants of this DB Retirement Plan who had ten (10) or more years of Credited Service in the DB Retirement Plan as of October 1, 1998 who are re-employed by the City after October 1, 1998 and again become Participants pursuant to section 4.8 may elect to transfer to the DC Retirement Plan at any time. This paragraph does not apply to re-employment of Retired Participants pursuant to section 5.3.

3.4 Termination of Participation. An individual shall no longer be a Participant upon ceasing to be an Employee or upon becoming excluded from participation as provided in section 3.2 or 3.3 of this Article.

## ARTICLE IV

### CREDITED SERVICE

#### 4.1 Requirements for Credit

- (a) Personal service rendered the City while a Participant shall be credited to each Participant's Credited Service account each Plan Year. Starting October 1, 1989, the amount of service to be credited for a Plan Year is equal to the Participant's hours of service during a Plan Year divided by 2,080, rounded to the nearest one-twelfth (1/12) year. In no case shall a Participant be credited with more than one year of service for all hours of service in a Plan Year. An hour of service is an hour for which the Participant is paid Earnings from which Participant contributions are deducted and for which the City made a contribution to this DB Retirement Plan.
- (b) A Participant on October 1, 1989 shall be credited with service for service rendered the City prior to October 1, 1989 in accordance with the provisions of the Retirement Plan in effect immediately prior to October 1, 1989.
- (c) A Participant, employed by the City in a full-time position prior to October 1, 1989, which included leave accrual benefits, and who is employed on June 8, 2009, may purchase credit for any or all periods of service with the City that occurred prior to October 1, 1989, for which credit has not previously been granted, by contributing 4.88% of the employee's current salary for each month or year of prior service credit to be purchased. The opportunity to purchase credit for service prior to October 1, 1989 will extend until August 31, 2009 and must be paid in full by August 31, 2009, after which time said prior service may not be purchased or credited.
- (d) A Participant, who meets the following requirements of this section 4.1(d) shall be entitled to purchase up to three (3) years of Credited Service at the rate of four and

eighty-eight hundredths percent (4.88%) of the Employee's current monthly salary for each month of Credited Service purchased. In order to be eligible for the benefits of this section 4.1(d), the Participant must (i) timely apply for and be accepted under the Employer's 2010 Voluntary Separation Program under "Option IV," (ii) have met the requirements for normal retirement or early retirement set forth in section 5.1 below on or before July 1, 2010, (iii) separate from employment with the Employer no later than July 31, 2010, and (iv) fully pay to the Employer by July 31, 2010 the cost of the purchased Credited Service.

Payment by the Participant to the Employer pursuant to this section 4.1(d) may include a direct trustee-to-trustee transfer from the Participant's Code Section 457 plan account in accordance with Internal Revenue Code Section 457(e)(17).

- (e) A Participant, employed by the City in a full-time position prior to October 1, 1989, which included leave accrual benefits, and who is employed on November 5, 2012, may purchase credit for any or all periods of service with the City that occurred prior to October 1, 1989, for which credit has not previously been granted, by contributing 4.88% of the employee's current salary for each month or year of prior service credit to be purchased. The opportunity to purchase credit for service prior to October 1, 1989 will extend until November 30, 2012 and must be paid in full by November 30, 2012, after which time said prior service may not be purchased or credited.

4.2 Unpaid Absences. A Participant shall not be credited with service for any period of unpaid absence from work, except as provided in section 4.3 or section 4.4 of this Article. Receipt of Workers' Compensation payments on account of an absence from work shall be considered an unpaid absence from work.

4.3 Long Term Disability. A Participant who is paid long term disability benefits from a long term disability program maintained by the City shall be granted partial Credited Service for creditable periods covered by the long term disability payments. The amount of Credited Service granted shall be fifty percent (50%) of the amount of Credited Service the Participant would have been credited had the Participant worked during the creditable periods in the position held immediately prior to going on long term disability. Creditable periods are those periods which precede the date the Participant first meets the age and service requirement for normal retirement.

4.4 Credited Service While on Authorized Non-Disciplinary Unpaid Leave of Absence. A Participant who is on a non-disciplinary unpaid leave of absence, including time on workers' compensation, authorized by the City shall be credited with service for the period of the authorized leave of absence if the Participant pays the DB Retirement Plan the Participant contributions that would have been deducted from the Participant's Earnings had the Participant continued active employment with the City. Total service credited under this section shall not exceed six months.

4.5 Forfeiture of Credited Service

(a) Commencing November 1, 1989, Credited Service shall be forfeited if an individual who is not a Vested Former Participant incurs a break in participation of more than sixty (60) consecutive months. The forfeiture of Credited Service required by this section shall not apply in the following cases:

(1) The individual is absent on account of service in the Armed Services of the United States and returns to City employment within the statutory period during which the right to re-employment is guaranteed; or

(2) The individual is absent on account of an authorized unpaid leave of absence and returns to work on or before the end of the period of authorized leave of absence.

- (b) Credited Service forfeited prior to November 1, 1989 shall remain forfeited unless reinstated in accordance with the applicable provisions of the retirement resolution in effect at the time of reinstatement.
- 4.6 Credited Service for which an individual has made Participant contributions shall be forfeited if the individual's Accumulated Participant Contributions are paid to the individual, the individual's Refund Beneficiary or the individual's legal representative.
- 4.7 Credited Service forfeited because of a break in participation of more than sixty (60) consecutive months cannot be reinstated.
- 4.8 Reinstatement of Forfeited Credited Service. Credited Service forfeited for a reason other than a break in participation of more than sixty (60) consecutive months shall be reinstated if the following conditions are met:
- (a) The Participant elects to reinstate forfeited credited service under this section within fifteen (15) business days upon reemployment;
  - (b) Required DB Retirement Plan contributions will be effective immediately upon reemployment; and
  - (c) The Participant repays previously refunded Participant contributions under the following conditions:
    - (1) The Participant pays the DB Retirement Plan all Accumulated Participant Contributions previously refunded to the Participant, plus compound interest at rates established by the Retirement Board and calculated from the date of the refund of Accumulated Participant Contributions to the date of the repayment to the DB Retirement Plan; and
    - (2) The repayment is completed within six (6) months of reemployment.

Failure to complete any of these three (3) conditions or a revocation of the election in item (a) above will result in membership in the DC Retirement Plan. If any of the three (3) conditions above are not met, the Participant will be deemed to have elected the irrevocable three percent (3%) pre-tax contribution election of the DC Retirement Plan at the time of reinstatement. Any contributions made to the DB Retirement Plan during a failed DB Retirement Plan reinstatement, up to the three percent (3%) pre-tax contribution to the DC Retirement Plan, will be transferred to the DC Retirement Plan. Contributions in excess of the three percent (3%) pre-tax contribution will be refunded to the Participant as a post-tax disbursement. Until the conditions in (a) through (c) are met, the Participant will not be entitled to any benefits under the DB Retirement Plan.

## ARTICLE V

### NORMAL AND EARLY RETIREMENT

5.1 Eligibility. A Participant or Vested Former Participant may retire upon fulfilling all of the following requirements:

- (a) the Participant or Vested Former Participant meets the age and service requirement for either normal or early retirement as specified below;
- (b) the Participant or Vested Former Participant selects a date of retirement which is the first day of a calendar month;
- (c) a written application for normal or early retirement, in the form prescribed by the Plan Administrator, is filed with the Plan Administrator prior to the selected date of retirement; and
- (d) employment by the City is terminated prior to the selected date of retirement.

The requirements for normal retirement are either (i) age sixty-five (65) years or older with five (5) or more years of Credited Service or (ii) any age with twenty-five (25) or more years of Credited Service.

The requirements for early retirement are age fifty-five (55) years or older with ten (10) or more years of Credited Service.

5.2 Amount of Pension. Except as otherwise provided in this DB Retirement Plan, the amount of pension is determined as follows:



- (a) The annual amount of a normal retirement pension under form of payment Option SL is, subject to the maximum stated in the following sentence, equal to two and one-half percent (2.5%) of Final Average Earnings multiplied by Credited Service. The maximum amount of pension is seventy-five percent (75%) of final average earnings under form of payment Option SL.
- (b) The annual amount of an early retirement pension under form of payment Option SL is equal to the amount of normal retirement pension determined in accordance with section 5.2(a) above reduced by the following percentage: one-sixth of one percent (0.16666%) for each month the date of early retirement precedes the first day of the month following the month in which age sixty-five (65) years is attained.

Notwithstanding the foregoing, a Participant who meets the following requirements of this section 5.2(b) shall be entitled to an early retirement pension under form of payment Option SL equal to the amount of normal retirement pension determined in accordance with section 5.2(c), not reduced for commencement prior to the first day of the month following the month in which age sixty-five (65) is attained. In order to be eligible for this unreduced early retirement pension under this section 5.2(b), the Participant must (i) timely apply for and be accepted under the Employer's 2010 Voluntary Separation Program under "Option V," (ii) have met the requirements for early retirement set forth in section 5.1 above on or before July 1, 2010, and (iii) separate from employment with the Employer no later than July 31, 2010.

- (c) In no event shall the retirement pensions determined above exceed the limitations of Internal Revenue Code Section 415, as applicable to government plans.

5.3 Suspension of Pension Payments. Prior to October 1, 1998, payment of a pension to a Retired Participant shall be suspended at the end of the calendar month in which the Retired Participant is re-employed by the City in a position requiring Participation in the Retirement Plan. The suspension of pension payments shall terminate and payment of the pension shall resume on the first day of the calendar month following termination of reemployment. The

original election of form of payment shall remain in effect. The reemployment of the Retired Participant shall provide an additional pension based on Earnings and service during the period of reemployment.

Payment of a pension to a Retired Participant shall continue if the Participant is re-employed by the City on or after October 1, 1998 in a position requiring Participation in either the DB Retirement Plan or the DC Retirement Plan. The Retired Participant will participate as a new hire in the DC Retirement Plan upon re-employment.

5.4 Cost-of-Living Adjustments. The following participants are eligible for Cost-of-Living Adjustments:

- (a) Participants as of October 1, 1998; and
- (b) Former Participants who are not receiving a pension from the DB Retirement Plan, who are rehired after October 1, 1998, who are eligible to again participate in the DB Retirement Plan, and who complete five (5) years of Credited Service subsequent to being re-employed.

The monthly amount of pension shall be increased annually by two percent (2%) of the monthly amount paid during the preceding year. Such increase shall occur on each anniversary of a Retired Participant's pension commencement date, beginning on the anniversary which is the later of:

- (a) one full year of retirement; or
- (b) the earlier of :
  - (1) attainment of age sixty-four (64); or
  - (2) completion of four (4) full years of retirement.

Such cost-of-living adjustments shall apply in like manner to benefits payable to surviving spouses and to Surviving Pension Beneficiaries.

## ARTICLE VI

### VESTED TERMINATION OF PARTICIPATION

- 6.1 Eligibility for Vested Termination. A Participant who ceases to be a Participant for a reason other than death or retirement shall be a Vested Former Participant if the Participant has five (5) or more years of Credited Service.
- 6.2 Eligibility for Retirement and Amount of Pension. Eligibility for normal or early retirement, and the amount of normal or early retirement pension, shall be determined according to the provisions of the DB Retirement Plan in effect at the time of termination as a participant.
- 6.3 Forfeiture of Vested Pension. A written request to the Plan Administrator by a Vested Former Participant to be paid Accumulated Participant Contributions shall result in forfeiture of Credited Service and all rights to any benefits of the DB Retirement Plan other than payment of the Accumulated Participant Contributions.
- 6.4 Small Pension To Be Redeemed
- (a) If the actuarial present value of a Vested Former Participant's deferred pension is less than \$5,000 (or such other amount set forth in IRC Section 411(a)(11)(A)), the Vested Former Participant shall be paid the greater of the actuarial present value of the deferred pension and the amount of the Vested Former Participant's Accumulated Participant Contributions. Payment shall be made within sixty (60) days of termination of participation without written request to the Plan Administrator. Such payment shall cause forfeiture of Credited Service and all rights to any benefits of the DB Retirement Plan other than such payment.

- (b) Any Former Participant who left the Plan with sixty (60) months or more of Credited Service who subsequently received a payment as outlined in paragraph (a) above and who within five (5) years of his termination returns as a Plan Participant shall be treated as a vested Employee for purposes of re-entry into the Plan, and will be credited with the previous service upon repayment of the amount previously refunded by the Retirement Plan to the Participant plus compound interest at rates established by the Retirement Board and calculated from the date of payment to the Participant to the date of repayment to the Retirement Plan. Such repayments shall be completed within six (6) months of resumption of participation, unless an extension for good cause due to actions of the City is granted by the Plan Administrator or the Retirement Board.
  
- (c) The actuarial present value shall be calculated using the assumptions specified in section 20.2 assuming retirement when first eligible.

## ARTICLE VII

### ELECTION OF FORM OF PAYMENT OF A PENSION

- 7.1 Election of Form of Payment. A Participant or Vested Former Participant may elect to have pension payments made under any one of the forms of payment provided in this Article and name a Survivor Pension Beneficiary. The election of form of payment and naming of Survivor Pension Beneficiary shall be made on a form furnished by and filed with the Plan Administrator prior to the date the first pension payment is made.
- 7.2 Changes Restricted. An election of form of payment may not be changed after the date the first pension payment is made. A named Survivor Pension Beneficiary may not be changed after the date the first pension payment is made if form of payment is Option SPB 100%, Option SPB 66-2/3% or Option SPB 50%.
- 7.3 Failure to Elect Form of Payment. Payment shall be made under form of payment Option SL if there is not a timely election of another form of payment.
- 7.4 All Forms of Payment Have Same Actuarial Present Value. The amount of reduced pension under forms of payment Option SPB 100%, Option SPB 66-2/3%, Option SPB 50%, Option GP 120 and Option AP shall have the same actuarial present value, computed as of the effective date of the pension, as the amount of pension under form of payment Option SL.
- 7.5 Form of Payment Option SL. The Retired Participant is paid a pension for life under form of payment Option SL. Pension payments to the Retired Participant stop upon payment for the month in which occurs the death of the Retired Participant.
- 7.6 Form of Payment Option SPB 100%. The Retired Participant is paid an actuarially-reduced pension for life under form of payment Option SPB 100%. The last payment to the Retired Participant is the payment for the month in which occurs the death of the Retired Participant.

The named Survivor Pension Beneficiary is then paid 100% of the reduced pension for life. The first payment to the Survivor Pension Beneficiary is for the month following the month in which occurs the death of the Retired Participant. The last payment to the Survivor Pension Beneficiary is the payment for the month in which occurs the death of the Survivor Pension Beneficiary. No pension payment is made to the Survivor Pension Beneficiary if the death of the Retired Participant and the death of the Survivor Pension Beneficiary occur in the same month.

7.7 Form of Payment Option SPB 66-2/3. The Retired Participant is paid an actuarially-reduced pension for life under form of payment Option SPB 66-2/3%. The last payment to the Retired Participant is the payment for the month in which occurs the death of the Retired Participant. The named Survivor Pension Beneficiary is then paid 66-2/3% of the reduced pension for life. The first payment to the Survivor Pension Beneficiary is for the month following the month in which occurs the death of the Retired Participant. The last payment to the Survivor Pension Beneficiary is the payment for the month in which occurs the death of the Survivor Pension Beneficiary. No pension payment is made to the Survivor Pension Beneficiary if the death of the Retired Participant and the death of the Survivor Pension Beneficiary occur in the same month.

7.8 Form of Payment Option SPB 50%. The Retired Participant is paid an actuarially-reduced pension for life under form of payment Option SPB 50%. The last payment to the Retired Participant is the payment for the month in which occurs the death of the Retired Participant. The named Survivor Pension Beneficiary is then paid 50% of the reduced pension for life. The first payment to the Survivor Pension Beneficiary is for the month following the month in which occurs the death of the Retired Participant. The last payment to the Survivor Pension Beneficiary is the payment for the month in which occurs the death of the Survivor Pension Beneficiary. No pension payment is made to the Survivor Pension Beneficiary if the death of the Retired Participant and the death of the Survivor Pension Beneficiary occur in the same month.

- 7.9 Form of Payment Option GP 120. The Retired Participant is paid an actuarially-reduced pension for life under form of payment Option GP 120. The last payment to the Retired Participant is the payment for the month in which occurs the death of the Retired Participant. The reduced pension is continued to the Survivor Pension Beneficiary if the Retired Participant is paid for less than 120 months. The first payment to the Survivor Pension Beneficiary is for the month following the month in which occurs the death of the Retired Participant. The last payment to the Survivor Pension Beneficiary is the payment for the month in which first occurs either the death of the Survivor Pension Beneficiary or the 120th monthly payment. No pension payment is made to the Survivor Pension Beneficiary if the death of the Retired Participant and the death of the Survivor Pension Beneficiary occur in the same month.
- 7.10 Form of Payment Option AP. The Retired Participant is paid an increased pension until the adjustment date and an actuarially-reduced pension thereafter. The amount of increase shall be determined in accordance with procedures adopted by the Retirement Board. The adjustment date is the first day of the calendar month following the date the Participant could be paid a Social Security old-age benefit without reduction of the Social Security benefit on account of early retirement.



## ARTICLE VIII

### PENSION TO ELIGIBLE SURVIVING SPOUSE

8.1 Eligibility. Unless, there is an election to transfer to the DC Retirement Plan effected pursuant to Section 3.3, a pension shall be paid to the surviving spouse of a deceased Participant if all of the following requirements are met:

- (a) the surviving spouse and the deceased Participant were legally married throughout the one (1) year period preceding the date of death of the Participant;
- (b) the deceased Participant was age forty (40) years or older and had ten (10) or more years of Credited Service at time of death;
- (c) a written application for the pension, in the form prescribed by the Plan Administrator, is filed with the Plan Administrator by the surviving spouse; and
- (d) no pension is or will become payable under any other Article of the DB Retirement Plan.

8.2 Amount of Pension. The amount of pension payable to an eligible surviving spouse shall be fifty percent (50%) of the amount of the deceased Participant's accrued pension calculated in the same manner as a normal retirement pension under form of payment Option SL.

8.3 Commencement and Termination of Pension. An eligible surviving spouse's pension shall commence with the payment for the month following the date of death of the Participant and shall terminate with the payment for the month in which the surviving spouse dies.

## ARTICLE IX

### **SURVIVOR PENSION TO DESIGNATED SURVIVOR PENSION BENEFICIARY**

- 9.1 Eligibility. A survivor pension shall be paid for life to the designated Survivor Pension Beneficiary of a deceased Participant who has elected form of payment Option SPB 100% and designated a Survivor Pension Beneficiary in accordance with the provisions of the DB Retirement Plan, if the following requirements are met:
- (a) the designated Survivor Pension Beneficiary files a written application for the pension with the Plan Administrator; and
  - (b) the Participant, at time of death, met the age and service requirement for normal retirement.
- 9.2 Amount of Survivor Pension. The amount of survivor pension is the deceased Participant's accrued pension at time of death calculated in the same manner as a normal retirement pension under form of payment Option SPB 100%.
- 9.3 A Participant who is married at time of death shall be presumed to have elected form of payment Option SPB 100% and designated the spouse as Survivor Pension Beneficiary if no valid election and designation of a beneficiary is on file with the Plan Administrator.
- 9.4 Commencement and Termination of Pension. A designated Survivor Pension Beneficiary's pension shall commence with the payment for the month following the date of death of the Participant and shall terminate with the payment for the month in which the Survivor Pension Beneficiary dies.

9.5 The provisions of this Article are effective only if there is no election to transfer to the DC Retirement Plan affected pursuant to Section 3.3.

## ARTICLE X

### RESIDUAL BENEFITS

10.1 Upon Termination of All Pension Payments. If all pension payments permanently terminate before there is paid either (i) an aggregate amount equal to the Former Participant's Accumulated Participant Contributions at time of retirement or death prior to retirement, or (ii) the guaranteed 120 pension payments under form of payment Option GP 120, the difference between the amount of Accumulated Participant Contributions and the aggregate amount of pension paid or the actuarial present value of remaining guaranteed pension payments shall be paid to:

- (a) the Refund Beneficiary of the Retired Participant if the last monthly pension payment is paid to the Retired Participant;
- (b) the Refund Beneficiary of the Survivor Pension Beneficiary if the last monthly pension payment is paid to the Survivor Pension Beneficiary; or
- (c) to the legal representative or administrator of the estate of the recipient of the last monthly pension payment if no Refund Beneficiary survives.

10.2 Refund Upon Termination of Participation.

- (a) The Accumulated Participant Contributions of a Vested Former Participant or a Participant on leave of absence from the City as a consequence of the entry into active duty with the Armed Forces of the United States shall be paid to the individual upon written request to the Plan Administrator.
- (b) The Accumulated Participant Contributions of a non-vested Former Participant shall be automatically paid to the individual without written request to the Plan Administrator.

10.3 Refund Upon Death and No Pension Is Payable. Notwithstanding Section 3.3(c) or Article VIII of this plan document, if a Participant, Vested Former Participant or Former Participant dies and no pension becomes payable on account of the death, the deceased's Accumulated Participant Contributions shall be paid to the Refund Beneficiary named in the most recent designation of Refund Beneficiary on file with the Plan Administrator, unless that beneficiary is deceased. If there is not a living Refund Beneficiary named in the most recent designation of Refund Beneficiary on file with the Plan Administrator, the deceased Participant's or Former Participant's Accumulated Participant Contributions shall be paid to the legal representative or administrator of the estate of the deceased Participant or Former Participant.

## ARTICLE XI

### COMMENCEMENT, CHANGE AND TERMINATION OF A PENSION

- 11.1 Commencement of Payment of a Pension. A normal or early retirement pension shall commence the first day of the month coincident with or next following the date of retirement. A pre-retirement survivor pension shall commence the first day of the month following the date of the death resulting in the pension. A post-retirement survivor pension shall commence the first day of the month following the date of the death resulting in the pension.
- 11.2 Termination of Payment of a Pension. Termination of payment of a pension shall occur at the end of the month in which the event causing termination occurs. Payment shall be made for the full month containing the event causing termination of the pension.
- 11.3 Change in Amount of a Pension. A change in the amount of a pension shall occur the first day of the month following the date of the event causing the change.
- 11.4 Mandatory Requirements.
- (a) Pension payments shall commence no later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Participant's employment with the City terminates.
  - (b) Pension payments shall be paid over the lifetime of the Participant or over the lifetimes of such Participant and the designated Survivor Pension Beneficiary at the day of the Participant's death.

- (c) In the event Pension payments have begun to a Participant and the Participant dies before his entire interest has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution in effect prior to the death.
  
- (d) In the event a Participant dies prior to the commencement of distribution of Pension payments, the Participant's entire interest:
  - (1) Will be distributed within five (5) years of death;
  
  - (2) If payment is to be made to the Participant's designated Survivor Pension Beneficiary, the payment will commence within one (1) year of the Participant's death and will be distributed over that Beneficiary's lifetime; or
  
  - (3) If payment is to be made to the Participant's spouse, will commence at a date elected by the spouse which will be no later than the date the Participant would have attained age seventy and one-half (70 ½) and will be distributed over a period not exceeding the spouse's lifetime.
  
- (e) If a pension benefit distribution commences under a distribution option in the form of a joint and survivor pension for the joint lives of the Participant and a non-spouse Beneficiary, the pension amount payable to the non-spouse Beneficiary must not at any time on and after the Participant's required beginning distribution date exceed the applicable percentage of the annuity payment payable to the Participant using the table in paragraph A-2(c)(2) of Section 1-401(a)(9)-6 of the Federal Income Tax Regulations, 26 CFR Part 1 (said table is attached hereto as Table D).

## ARTICLE XII

### DENIAL OF BENEFIT CLAIM

- 12.1 Notification of Denial. A benefit claimant shall be notified by registered mail, within thirty (30) days, of denial of a claim for benefits. The notification shall give the reason for the denial.
- 12.2 Appeal of Denial to Retirement Board. A claimant may appeal the denial and request a hearing. The appeal shall be filed in writing with the Plan Administrator within thirty (30) days of the mailing of the notice of denial. The appeal shall contain a statement of the claimant's reason for claiming the denial to be improper. The Plan Administrator shall conduct a hearing of the appeal within sixty (60) days of receipt of the appeal. The hearing shall be before the Retirement Board or, at the discretion of the Retirement Board, before the pension advisory committee which shall report its findings and recommendations to the Retirement Board. A final decision on the matter being appealed shall be made by the Retirement Board.
- 12.3 Appeal to Circuit Court. Appeals from a final decision of the Retirement Board shall be to the circuit court for the Ninth Judicial Circuit in and for Orange County Florida and initiated by filing a petition for certiorari with the court within thirty (30) days after the Retirement Board has issued its final decision.



## ARTICLE XIII

### PARTICIPANT CONTRIBUTIONS

- 13.1 Participant Contribution Rate. Prior to October 1, 1998 each Participant contributed three and five one-hundredths percent (3.05%) of Earnings to the Plan. The Participant contribution rate is increased effective October 1, 1998 to four and eighty-eight one-hundredths percent (4.88%).
- 13.2 Deduction From Salary. The City shall cause the Participant contributions to be deducted from the Earnings of each Participant. The City shall remit the deducted Participant contributions to the Retirement Plan within ten (10) days of the deduction. Each Participant shall be deemed to consent and agree to the deductions made and provided for in this Article by continuing employment with the City.
- 13.3 Contributions of Participants shall be credited to the Participants' individual Accumulated Participant Contribution accounts.

## **ARTICLE XIV**

### **PARTICIPANT CONTRIBUTIONS; TAX TREATMENT**

- 14.1 The City shall, solely for the purpose of compliance with IRC Section 414(h), pick up, for the purposes specified in that section, Participant contributions required by the DB Retirement Resolution. Participant contributions picked up under the provisions of this Article shall be treated as City contributions for purposes of determining income tax obligations under IRC; however, such picked up Participant contributions shall be included in the determination of the Participant's gross annual compensation for all other purposes under federal and state laws.
- 14.2 Participants' contributions picked up under this Article shall continue to be designated Participant contributions for all purposes of the DB Retirement Resolution and shall be considered as part of the Participants' Earnings for purposes of determining the amount of the Participants' contributions. The provisions of this Article are mandatory and the Participant shall have no option concerning the pick up or to receive the contributed amounts directly instead of having them paid by the City to the DB Retirement Plan.

## ARTICLE XV

### CITY CONTRIBUTIONS TO RETIREMENT PLAN; FUNDING OBJECTIVE

- 15.1 Remittance of City Contributions. The City shall remit its contributions to the DB Retirement Plan in compliance with applicable State of Florida statutes.
- 15.2 Level Cost Funding. The funding objective for the DB Retirement Plan is to establish and receive during each fiscal year City contributions which are sufficient, together with Participant contributions, to:
- (a) fund the actuarial cost of benefits likely to be paid on account of Credited Service earned by Participants during the fiscal year (the normal cost); and
  - (b) fund the unfunded actuarial cost of benefits likely to be paid on account of Credited Service earned by Participants prior to the current fiscal year (the unfunded actuarial accrued liability) over periods not in excess of the maximum periods, if any, established by the Governmental Accounting Standards Board for the purpose of determining pension expense or applicable State of Florida statutes.
- 15.3 Actuarial Valuations. City contributions shall be determined by annual actuarial valuation using a level percent of payroll actuarial cost method.
- 15.4 Appropriation Required. The City shall appropriate and cause the contribution to be paid to the DB Retirement Plan.

## **ARTICLE XVI**

### **RETIREMENT BOARD**

16.1 Powers. The Retirement Board shall be the trustees of the DB Retirement Plan and shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of the DB Retirement Resolution including, in addition to any specific powers provided for in the DB Retirement Resolution, but without limiting the generality of the foregoing, the power:

- (a) to administer the DB Retirement Resolution, including the management of the DB Retirement Plan and making effective the provisions of the DB Retirement Resolution;
- (b) to administer oaths;
- (c) to create and maintain records;
- (d) to make and adopt such reasonable rules and regulations as may be necessary or convenient to carry out the duties of the Retirement Board and activities of the DB Retirement Plan, including any rules and regulations necessary to preserve the status of the DB Retirement Plan as a qualified pension plan under the provisions of the IRC, as amended, or under successor or related provisions of law;
- (e) to designate committees and to designate committee participants, including individuals who may not be Participants in the DB Retirement Plan;
- (f) to designate a Plan Administrator for the DB Retirement Plan; and

(g) to establish a pension advisory committee which shall be representative of the Participants in the DB Retirement Plan and which shall function in accordance with the policies and procedures established by the Retirement Board.

16.2 Expenses of Office. Participants of the DB Retirement Board shall serve without additional salary for their services as Retirement Board members. They shall be reimbursed for necessary and reasonable travel expenses and Employee members shall suffer no loss of salary or wage in fulfilling their Retirement Board duties.

16.3 Qualified Plan. The City intends the DB Retirement Plan to be a qualified pension plan under IRC Section 401, as amended, and that the trust be an exempt organization under IRC Section 501. The Retirement Board shall administer the DB Retirement Plan so as to fulfill this intent.

## ARTICLE XVII

### INVESTMENT OF FUNDS; TYPES OF INVESTMENTS

- 17.1 Florida Law Applies. The Retirement Board as trustees of the DB Retirement Plan may invest and reinvest the assets of the DB Retirement Plan subject to the terms, conditions, limitations and restrictions imposed by the State of Florida on the investments of public employee retirement plans.
- 17.2 Employment of Outside Investment Counsel. The Retirement Board may employ outside investment counsel to assist it in the making and disposition of investments or with the discretionary authority to make and dispose of investments within the investment guidelines established by the Retirement Board.
- 17.3 Diversion of Assets Prohibited. All assets of the Retirement Plan shall be held and invested for the sole purpose of meeting the legitimate obligations of the DB Retirement Plan and shall be used for no other purpose. No part of the assets shall be used for or diverted to purposes other than for the exclusive benefit of Participants and beneficiaries prior to satisfaction of all DB Retirement Plan obligations.
- 17.4 Prohibited Actions. Members of the Retirement Board and its Employees, except in their capacity as Participants in the DB Retirement Plan, are prohibited from:
- (a) having a beneficial interest, direct or indirect, in an investment of the DB Retirement Plan;
  - (b) borrowing from the DB Retirement Plan; and
  - (c) receiving any pay or emolument from any individual or organization providing services to the DB Retirement Plan.

17.5 Prudent Person Standards Applies. In exercising its discretionary authority, the Retirement Board shall exercise the care, skill, prudence and diligence under the circumstances then prevailing, that a person of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like characteristics and with like aims.

## ARTICLE XVIII

### FUNDS NOT SUBJECT TO PROCESS; DIVISION OF BENEFITS AS MARITAL PROPERTY

- 18.1 Assignments Prohibited. Except as provided in sections 18.2, 18.3 and 18.4 of this Article, none of the money, pensions or other benefits mentioned in the DB Retirement Resolution shall be assignable either in law or in equity or be subject to execution, levy, attachment, garnishment or other legal process.
- 18.2 Alimony; Child Support. The right of an individual to a pension, to the return of Accumulated Participant Contributions, the pension itself, or any other benefit under the provisions of the DB Retirement Resolution shall be subject to award by a court of competent jurisdiction pertaining to alimony or child support, if so provided under applicable Florida law. If an award or order requires the DB Retirement Plan to withhold payment of a pension, Accumulated Participant Contributions or other benefit from the individual to whom it is due, or requires the DB Retirement Plan to make payment to a spouse, former spouse or child, the withholding or payment provisions of the award shall be effective only against the amounts as they become payable to the individual being paid the pension or other benefit. These limitations shall not apply to Accumulated Participant Contributions of an individual who is neither a Participant or a Vested Former Participant.
- 18.3 Other Court Orders. The right of an individual to a benefit under the provisions of this Plan may be subject to other court orders, judgements, decrees or settlement agreements that require all or part of a Participant's benefits to be paid to the Plan, resulting from a breach of fiduciary duty to the Plan or a criminal act committed against the Plan, provided such ruling conforms to the provisions of IRC Section 401(a)(13)(C).



18.4 Assignment of Accumulated Participant Contributions. A Participant may assign to the City or the Orlando Federal Credit Union, if a member, the right to a refund of Accumulated Participant Contributions in the event of termination of participation.

## **ARTICLE XIX**

### **AMENDMENT, TERMINATION AND DISCONTINUANCE OF THE PLAN**

- 19.1 Right to Amend or Discontinue. It is the intent of the City that the DB Retirement Plan be permanent and remain in effect for an indefinite period. The City, however, reserves the right to modify, amend or discontinue the DB Retirement Plan at any time. The City expressly reserves the right to amend the DB Retirement Plan in order to take advantage of or comply with any statute, rule or regulation of the federal government or State of Florida, or any duly constituted agency thereof.
- 19.2 In the event the Retirement Plan is discontinued or terminated, all Participants shall immediately become fully vested in their benefits. The discontinuance or termination shall be carried out in all respects in conformance with applicable statute, rule or regulation of the federal government or State of Florida, or any duly constituted agency thereof.

## ARTICLE XX

### MISCELLANEOUS

20.1 Correction of Errors. The Retirement Board shall correct errors in the records and actions of the DB Retirement Plan. The Retirement Board shall seek to recover overpayments and shall make up underpayments. Recovery of overpayments may be accomplished by reducing the amount of future payments so that the actuarial present value of actual payments is equal to the actuarial present value of correct payments.

20.2 Actuarial Present Values. Actuarial present values used in the administration of the DB Retirement Plan shall be calculated using the 1984 Group Annuity Mortality Table (Male) and a compound annual interest rate of 7%.

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20.3 Employment Rights. The DB Retirement 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 the DB Retirement Plan interfere with the right of the City to discharge an Employee, nor shall an Employee be given any right, claim or interest in any benefits of the DB Retirement Plan except upon fulfillment of the conditions and requirements of the Plan.

20.4 Applicable Laws. The DB Retirement Plan shall be construed and enforced under the laws of the State of Florida and any applicable federal law, rule or regulation, and all of the provisions hereof shall be administered in accordance therewith.

- 20.5 Military Service. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with IRC Section 414(u), as in effect on December 12, 1994.
- 20.6 Acts of Dishonesty. Notwithstanding any other provision in this Plan, a Participant will be disqualified from receiving benefits under this Plan if he has defrauded the City, has otherwise engaged in an act of dishonesty with respect to City assets, or has been convicted of a felony in connection with his position with the City which occurred while he was an Employee of the City. If the value of the loss is less than the actuarial present value of his benefit, the Participant will be entitled to receive his benefit reduced by the actuarial equivalent of the loss.
- 20.7 Severability. If any Article or part of an Article of the DB Retirement Resolution is for any reason held to be invalid or unconstitutional, such holding shall not be construed as affecting the validity of the remaining Articles of the DB Retirement Resolution or the DB Retirement Resolution in its entirety.

## APPENDIX

### METHODS AND FACTORS FOR DETERMINING TRANSFER AMOUNTS

1. Review section 3.3 to confirm that the Participant is eligible to transfer to DC Retirement Plan.
2. Compute the Participant's annual pension (Option SL) accrued to transfer date.
3. To compute the early retirement factor (ERF) determine the following:
  - (a) Transfer date.
  - (b) Normal retirement date – see Section 5.1.
  - (c) Early retirement date – see Section 5.1.
  - (d) Earlier of (3.b) or (3.c.).
  - (e) Later of (3.a) or (3.d).
  - (f) First day of month following 65<sup>th</sup> birthday.
  - (g) Number of months from (3.e) to (3.f).

Compute ERF using the months in (3.g). Round to four decimals. If age on date at (3.e) is 65 or greater, or credited service on date at (3.e) is 25 or greater, ERF = 1.0000.

$ERF = 1.0000 - .0016666 \times \text{months in (3.g)}$

4. Select Factor A from Table A using age (years and completed months) on date at (3.e). For Participants transferring under section 3.3(d) of this plan, Factor A shall be selected from Table C using age (years and completed months) on date at (3.e).
5. Select Factor B from Table B using years and months from the date at (3.a) to the date at (3.e).
6. Transfer amount is the product of the annual pension, ERF and Factor A divided by Factor B, or:  
 $\text{Transfer amount} = \text{Pension} \times \text{ERF} \times \text{Factor A} \div \text{Factor B}$

**Table A**  
**Actuarial Present Value of \$1 Yearly for Life**

<b>Months</b> <b>Years</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
40	14.3857	14.3769	14.3680	14.3592	14.3504	14.3415	14.3327	14.3239	14.3150	14.3062	14.2974	14.2885
41	14.2797	14.2705	14.2612	14.2520	14.2427	14.2335	14.2243	14.2150	14.2058	14.1965	14.1873	14.1780
42	14.1688	14.1591	14.1495	14.1398	14.1301	14.1205	14.1108	14.1011	14.0915	14.0818	14.0721	14.0625
43	14.0528	14.0427	14.0326	14.0225	14.0124	14.0023	13.9922	13.9820	13.9719	13.9618	13.9517	13.9416
44	13.9315	13.9210	13.9104	13.8999	13.8893	13.8788	13.8683	13.8577	13.8472	13.8366	13.8261	13.8155
45	13.8050	13.7940	13.7830	13.7721	13.7611	13.7501	13.7391	13.7281	13.7171	13.7062	13.6952	13.6842
46	13.6732	13.6618	13.6504	13.6390	13.6275	13.6161	13.6047	13.5933	13.5819	13.5705	13.5590	13.5476
47	13.5362	13.5244	13.5125	13.5007	13.4888	13.4770	13.4651	13.4533	13.4414	13.4296	13.4177	13.4059
48	13.3940	13.3817	13.3694	13.3571	13.3448	13.3325	13.3203	13.3080	13.2957	13.2834	13.2711	13.2588
49	13.2465	13.2338	13.2211	13.2083	13.1956	13.1829	13.1702	13.1574	13.1447	13.1320	13.1193	13.1065
50	13.0938	13.0806	13.0675	13.0543	13.0411	13.0280	13.0148	13.0016	12.9885	12.9753	12.9621	12.9490
51	12.9358	12.9222	12.9086	12.8949	12.8813	12.8677	12.8541	12.8404	12.8268	12.8132	12.7996	12.7859
52	12.7723	12.7582	12.7442	12.7301	12.7160	12.7019	12.6879	12.6738	12.6597	12.6456	12.6316	12.6175
53	12.6034	12.5889	12.5743	12.5598	12.5452	12.5307	12.5161	12.5016	12.4870	12.4725	12.4579	12.4434
54	12.4288	12.4138	12.3987	12.3837	12.3686	12.3536	12.3385	12.3235	12.3084	12.2934	12.2783	12.2633
55	12.2482	12.2326	12.2171	12.2015	12.1860	12.1704	12.1549	12.1393	12.1237	12.1082	12.0926	12.0771
56	12.0615	12.0454	12.0293	12.0132	11.9971	11.9810	11.9649	11.9488	11.9327	11.9166	11.9005	11.8844
57	11.8683	11.8516	11.8350	11.8183	11.8016	11.7850	11.7683	11.7516	11.7350	11.7183	11.7016	11.6850
58	11.6683	11.6511	11.6338	11.6166	11.5993	11.5821	11.5648	11.5476	11.5303	11.5131	11.4958	11.4786
59	11.4613	11.4435	11.4256	11.4078	11.3899	11.3721	11.3543	11.3364	11.3186	11.3007	11.2829	11.2650
60	11.2472	11.2427	11.2383	11.2338	11.2293	11.2249	11.2204	11.2159	11.2115	11.2070	11.2025	11.1981
61	11.1936	11.1894	11.1852	11.1811	11.1769	11.1727	11.1685	11.1643	11.1601	11.1560	11.1518	11.1476
62	11.1434	11.1396	11.1358	11.1320	11.1282	11.1244	11.1206	11.1168	11.1130	11.1092	11.1054	11.1016
63	11.0978	11.0765	11.0551	11.0338	11.0124	10.9911	10.9698	10.9484	10.9271	10.9057	10.8844	10.8630
64	10.8417	10.8198	10.7980	10.7761	10.7542	10.7324	10.7105	10.6886	10.6668	10.6449	10.6230	10.6012
65	10.5793	10.5570	10.5347	10.5124	10.4900	10.4677	10.4454	10.4231	10.4008	10.3785	10.3561	10.3338
66	10.3115	10.2888	10.2661	10.2434	10.2207	10.1980	10.1754	10.1527	10.1300	10.1073	10.0846	10.0619
67	10.0392	10.0162	9.9932	9.9702	9.9472	9.9242	9.9013	9.8783	9.8553	9.8323	9.8093	9.7863
68	9.7633	9.7401	9.7168	9.6936	9.6703	9.6471	9.6239	9.6006	9.5774	9.5541	9.5309	9.5076
69	9.4844	9.4610	9.4375	9.4141	9.3906	9.3672	9.3437	9.3203	9.2968	9.2734	9.2499	9.2265
70	9.2030	9.1794	9.1558	9.1321	9.1085	9.0849	9.0613	9.0376	9.0140	8.9904	8.9668	8.9431
71	8.9195	8.8957	8.8720	8.8482	8.8244	8.8006	8.7769	8.7531	8.7293	8.7055	8.6818	8.6580
72	8.6342	8.6103	8.5864	8.5626	8.5387	8.5148	8.4909	8.4670	8.4431	8.4193	8.3954	8.3715
73	8.3476	8.3237	8.2998	8.2759	8.2519	8.2280	8.2041	8.1802	8.1563	8.1324	8.1084	8.0845
74	8.0606	8.0367	8.0128	7.9889	7.9650	7.9411	7.9172	7.8933	7.8694	7.8455	7.8216	7.7977
75	7.7738	7.7500	7.7262	7.7025	7.6787	7.6549	7.6311	7.6073	7.5835	7.5598	7.5360	7.5122
76	7.4884	7.4648	7.4412	7.4176	7.3940	7.3704	7.3469	7.3233	7.2997	7.2761	7.2525	7.2289
77	7.2053	7.1820	7.1586	7.1353	7.1119	7.0886	7.0652	7.0419	7.0185	6.9952	6.9718	6.9485
78	6.9251	6.9021	6.8790	6.8560	6.8329	6.8099	6.7868	6.7638	6.7407	6.7177	6.6946	6.6716
79	6.6485	6.6258	6.6032	6.5805	6.5578	6.5351	6.5125	6.4898	6.4671	6.4444	6.4218	6.3991
80	6.3764	6.3542	6.3319	6.3097	6.2875	6.2652	6.2430	6.2208	6.1985	6.1763	6.1541	6.1318
81	6.1096	6.0879	6.0662	6.0445	6.0227	6.0010	5.9793	5.9576	5.9359	5.9142	5.8924	5.8707
82	5.8490	5.8279	5.8068	5.7856	5.7645	5.7434	5.7223	5.7011	5.6800	5.6589	5.6378	5.6166
83	5.5955	5.5750	5.5545	5.5341	5.5136	5.4931	5.4726	5.4521	5.4316	5.4112	5.3907	5.3702
84	5.3497	5.3299	5.3101	5.2902	5.2704	5.2506	5.2308	5.2109	5.1911	5.1713	5.1515	5.1316
85	5.1118											

**Table B**  
**Deferral Factors**

<b>Months</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>Years</b>												
0	1.0000	1.0049	1.0098	1.0147	1.0196	1.0245	1.0294	1.0343	1.0392	1.0441	1.0490	1.0539
1	1.0588	1.0640	1.0692	1.0744	1.0796	1.0848	1.0900	1.0951	1.1003	1.1055	1.1107	1.1159
2	1.1211	1.1266	1.1321	1.1376	1.1431	1.1486	1.1541	1.1596	1.1651	1.1706	1.1761	1.1816
3	1.1871	1.1929	1.1987	1.2046	1.2104	1.2162	1.2220	1.2278	1.2336	1.2395	1.2453	1.2511
4	1.2569	1.2631	1.2692	1.2754	1.2815	1.2877	1.2939	1.3000	1.3062	1.3123	1.3185	1.3246
5	1.3308	1.3373	1.3439	1.3504	1.3569	1.3634	1.3700	1.3765	1.3830	1.3895	1.3961	1.4026
6	1.4091	1.4160	1.4229	1.4298	1.4367	1.4436	1.4506	1.4575	1.4644	1.4713	1.4782	1.4851
7	1.4920	1.4993	1.5066	1.5140	1.5213	1.5286	1.5359	1.5432	1.5505	1.5579	1.5652	1.5725
8	1.5798	1.5875	1.5953	1.6030	1.6108	1.6185	1.6263	1.6340	1.6417	1.6495	1.6572	1.6650
9	1.6727	1.6809	1.6891	1.6973	1.7055	1.7137	1.7219	1.7301	1.7383	1.7465	1.7547	1.7629
10	1.7711	1.7798	1.7885	1.7972	1.8058	1.8145	1.8232	1.8319	1.8406	1.8493	1.8579	1.8666
11	1.8753	1.8845	1.8937	1.9029	1.9121	1.9213	1.9305	1.9396	1.9488	1.9580	1.9672	1.9764
12	1.9856	1.9953	2.0051	2.0148	2.0245	2.0343	2.0440	2.0537	2.0635	2.0732	2.0829	2.0927
13	2.1024	2.1127	2.1230	2.1333	2.1436	2.1539	2.1642	2.1745	2.1848	2.1951	2.2054	2.2157
14	2.2260	2.2369	2.2478	2.2588	2.2697	2.2806	2.2915	2.3024	2.3133	2.3243	2.3352	2.3461
15	2.3570	2.3686	2.3801	2.3917	2.4032	2.4148	2.4263	2.4379	2.4494	2.4610	2.4725	2.4841
16	2.4956	2.5078	2.5201	2.5323	2.5445	2.5568	2.5690	2.5812	2.5935	2.6057	2.6179	2.6302
17	2.6424	2.6554	2.6683	2.6813	2.6942	2.7072	2.7202	2.7331	2.7461	2.7590	2.7720	2.7849
18	2.7979	2.8116	2.8253	2.8390	2.8527	2.8664	2.8802	2.8939	2.9076	2.9213	2.9350	2.9487
19	2.9624	2.9769	2.9915	3.0060	3.0205	3.0350	3.0496	3.0641	3.0786	3.0931	3.1077	3.1222
20	3.1367	3.1521	3.1675	3.1828	3.1982	3.2136	3.2290	3.2443	3.2597	3.2751	3.2905	3.3058
21	3.3212	3.3375	3.3538	3.3701	3.3863	3.4026	3.4189	3.4352	3.4515	3.4678	3.4840	3.5003
22	3.5166	3.5338	3.5511	3.5683	3.5855	3.6028	3.6200	3.6372	3.6545	3.6717	3.6889	3.7062
23	3.7234	3.7417	3.7599	3.7782	3.7964	3.8147	3.8329	3.8512	3.8694	3.8877	3.9059	3.9242
24	3.9424	3.9617	3.9811	4.0004	4.0197	4.0391	4.0584	4.0777	4.0971	4.1164	4.1357	4.1551
25	4.1744											

**Table C**  
**Actuarial Present Value of \$1 Yearly for Life**

Months Years	0	1	2	3	4	5	6	7	8	9	10	11
40	12.0784	12.0733	12.0682	12.0632	12.0581	12.0530	12.0479	12.0428	12.0377	12.0327	12.0276	12.0225
41	12.0174	12.0120	12.0066	12.0012	11.9958	11.9904	11.9851	11.9797	11.9743	11.9689	11.9635	11.9581
42	11.9527	11.9470	11.9412	11.9355	11.9298	11.9240	11.9183	11.9126	11.9068	11.9011	11.8954	11.8896
43	11.8839	11.8778	11.8718	11.8657	11.8597	11.8536	11.8476	11.8415	11.8354	11.8294	11.8233	11.8173
44	11.8112	11.8048	11.7984	11.7920	11.7856	11.7792	11.7728	11.7663	11.7599	11.7535	11.7471	11.7407
45	11.7343	11.7275	11.7208	11.7140	11.7072	11.7005	11.6937	11.6869	11.6802	11.6734	11.6666	11.6599
46	11.6531	11.6460	11.6389	11.6318	11.6246	11.6175	11.6104	11.6033	11.5962	11.5891	11.5819	11.5748
47	11.5677	11.5602	11.5528	11.5453	11.5378	11.5304	11.5229	11.5154	11.5080	11.5005	11.4930	11.4856
48	11.4781	11.4703	11.4624	11.4546	11.4468	11.4389	11.4311	11.4233	11.4154	11.4076	11.3998	11.3919
49	11.3841	11.3759	11.3677	11.3595	11.3513	11.3431	11.3349	11.3266	11.3184	11.3102	11.3020	11.2938
50	11.2856	11.2770	11.2684	11.2599	11.2513	11.2427	11.2341	11.2255	11.2169	11.2084	11.1998	11.1912
51	11.1826	11.1736	11.1646	11.1557	11.1467	11.1377	11.1287	11.1197	11.1107	11.1018	11.0928	11.0838
52	11.0748	11.0654	11.0560	11.0467	11.0373	11.0279	11.0185	11.0091	10.9997	10.9904	10.9810	10.9716
53	10.9622	10.9524	10.9426	10.9328	10.9230	10.9132	10.9034	10.8935	10.8837	10.8739	10.8641	10.8543
54	10.8445	10.8343	10.8240	10.8138	10.8035	10.7933	10.7830	10.7728	10.7625	10.7523	10.7420	10.7318
55	10.7215	10.7108	10.7000	10.6893	10.6786	10.6678	10.6571	10.6464	10.6356	10.6249	10.6142	10.6034
56	10.5927	10.5815	10.5702	10.5590	10.5477	10.5365	10.5252	10.5140	10.5027	10.4915	10.4802	10.4690
57	10.4577	10.4459	10.4342	10.4224	10.4106	10.3988	10.3871	10.3753	10.3635	10.3517	10.3400	10.3282
58	10.3164	10.3041	10.2917	10.2794	10.2670	10.2547	10.2423	10.2300	10.2176	10.2053	10.1929	10.1806
59	10.1682	10.1553	10.1424	10.1294	10.1165	10.1036	10.0907	10.0777	10.0648	10.0519	10.0390	10.0260
60	10.0131	9.9996	9.9861	9.9725	9.9590	9.9455	9.9320	9.9184	9.9049	9.8914	9.8779	9.8643
61	9.8508	9.8367	9.8226	9.8084	9.7943	9.7802	9.7661	9.7519	9.7378	9.7237	9.7096	9.6954
62	9.6813	9.6666	9.6519	9.6371	9.6224	9.6077	9.5930	9.5782	9.5635	9.5488	9.5341	9.5193
63	9.5046	9.4893	9.4740	9.4587	9.4434	9.4281	9.4128	9.3974	9.3821	9.3668	9.3515	9.3362
64	9.3209	9.3050	9.2892	9.2733	9.2574	9.2416	9.2257	9.2098	9.1940	9.1781	9.1622	9.1464
65	9.1305	9.1141	9.0978	9.0814	9.0650	9.0487	9.0323	9.0159	8.9996	8.9832	8.9668	8.9505
66	8.9341	8.9173	8.9005	8.8836	8.8668	8.8500	8.8332	8.8163	8.7995	8.7827	8.7659	8.7490
67	8.7322	8.7150	8.6978	8.6806	8.6633	8.6461	8.6289	8.6117	8.5945	8.5773	8.5600	8.5428
68	8.5256	8.5080	8.4905	8.4729	8.4553	8.4377	8.4202	8.4026	8.3850	8.3674	8.3499	8.3323
69	8.3147	8.2968	8.2789	8.2610	8.2431	8.2252	8.2073	8.1893	8.1714	8.1535	8.1356	8.1177
70	8.0998	8.0816	8.0634	8.0452	8.0270	8.0088	7.9906	7.9723	7.9541	7.9359	7.9177	7.8995
71	7.8813	7.8628	7.8443	7.8258	7.8073	7.7888	7.7703	7.7518	7.7333	7.7148	7.6963	7.6778
72	7.6593	7.6405	7.6218	7.6030	7.5842	7.5655	7.5467	7.5279	7.5092	7.4904	7.4716	7.4529
73	7.4341	7.4151	7.3962	7.3772	7.3582	7.3393	7.3203	7.3013	7.2824	7.2634	7.2444	7.2255
74	7.2065	7.1874	7.1683	7.1492	7.1300	7.1109	7.0918	7.0727	7.0536	7.0345	7.0153	6.9962
75	6.9771	6.9579	6.9387	6.9195	6.9003	6.8811	6.8620	6.8428	6.8236	6.8044	6.7852	6.7660
76	6.7468	6.7276	6.7084	6.6892	6.6700	6.6508	6.6316	6.6124	6.5932	6.5740	6.5548	6.5356
77	6.5164	6.4972	6.4781	6.4589	6.4398	6.4206	6.4015	6.3823	6.3631	6.3440	6.3248	6.3057
78	6.2865	6.2674	6.2484	6.2293	6.2103	6.1912	6.1722	6.1531	6.1340	6.1150	6.0959	6.0769
79	6.0578	6.0389	6.0200	6.0011	5.9822	5.9633	5.9444	5.9255	5.9066	5.8877	5.8688	5.8499
80	5.8310	5.8123	5.7937	5.7750	5.7563	5.7377	5.7190	5.7003	5.6817	5.6630	5.6443	5.6257
81	5.6070	5.5886	5.5703	5.5519	5.5335	5.5152	5.4968	5.4784	5.4601	5.4417	5.4233	5.4050
82	5.3866	5.3686	5.3507	5.3327	5.3147	5.2967	5.2788	5.2608	5.2428	5.2248	5.2069	5.1889
83	5.1709	5.1534	5.1358	5.1183	5.1007	5.0832	5.0656	5.0481	5.0305	5.0130	4.9954	4.9779
84	4.9603	4.9432	4.9261	4.9090	4.8919	4.8748	4.8578	4.8407	4.8236	4.8065	4.7894	4.7723
85	4.7552											



**Table D**  
**Applicable Percentage for Non-Spouse Beneficiary**

<u>Adjusted employee/beneficiary age difference</u>	<u>Applicable percentage</u>
10 years or less	100%
11	96%
12	93%
13	90%
14	87%
15	84%
16	82%
17	79%
18	77%
19	75%
20	73%
21	72%
22	70%
23	68%
24	67%
25	66%
26	64%
27	63%
28	62%
29	61%
30	60%
31	59%
32	59%
33	58%
34	57%
35	56%
36	56%
37	55%
38	55%
39	54%
40	54%
41	53%
42	53%
43	53%
44 and greater	52%

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