

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

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

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

(6) **Modified Definition of Earnings.** For purposes of determining Final Average Earnings, Earnings as defined in Section 2.24 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding perquisites or allowances for use of a car or house rent.
- (d) excluding severance payments.
- (e) excluding \_\_\_\_\_ (specify type of excluded earnings).

This definition of Earnings applies to (check one):

- All Participants.
- Only the following Participants (must specify):  
\_\_\_\_\_

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

\*\*\* Items (7) through (14) of pre-approved Addendum – Not Applicable \*\*\*

(15) **Other** (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

- (a) **Eligibility and Credited Service for Reclassified Employees** – If a temporary or seasonal employee is reclassified as a regular, full-time employee under the City's personnel policies, then the Employee may commence participation

in the Plan as of the effective date of said reclassification, and the Employee may receive credit for prior full-time service (at least 30 hours per week) as a temporary or seasonal employee.

- (b) **Definition of Disability; Disability Qualifications** - Notwithstanding any provision of the Master Plan or Adoption Agreement to the contrary, disability retirement benefits shall be administered in accordance with and subject to the provisions of Section 19A-2.4 of the retirement benefit plan for City employees, as adopted by the Board of Commissioners on June 13, 1995 as ordinance number 95-8, and published in the 1968 City Code of Griffin, Georgia, as Chapter 19A (hereinafter referred to in this General Addendum as "the Predecessor Plan"). The terms of said Section 19A-2.4 are incorporated herein by reference; provided, however, that: 1) the Pension Committee as defined in Section 5 of the Adoption Agreement, not the Board of Trustees, shall be responsible for determining whether a Participant is eligible for disability retirement benefits under Section 19A-2.4 and for approving applications for said benefits; and 2) the amount of the disability benefit shall be computed in the same manner as the Normal Retirement benefit as provided in Section 15(B) of the Adoption Agreement. For purposes of determining eligibility for benefits, the definition of "Total Disability" and "Total Disability Benefit" in Section 19A-1 of the Predecessor Plan shall control, notwithstanding any provision in the Master Plan or Adoption Agreement to the contrary.
- (c) **Retirement Formula under Predecessor Plan: "Basic Compensation" Table** - Participants who are vested as of April 15, 2005 under the terms of the Predecessor Plan are entitled to receive a monthly Retirement benefit that is no less than the monthly retirement benefit that would be payable under the terms of the Predecessor Plan. The benefit that would be payable under the terms of the Predecessor Plan shall be determined in accordance with the applicable provisions of Section 19A-1 and 19A-2.2 of the Predecessor Plan, without taking into account subsections (b) or (c) of Section 19A-2.2. For purposes of determining the benefit that would be payable under the terms of the Predecessor Plan, "Basic Compensation" shall be as defined in Section 19A-1 of the Predecessor Plan, utilizing the table contained in said definition.
- (d) **Cost-of-Living Adjustment** - As of July 1, 2005 and each July 1 thereafter, each Retired Participant and Beneficiary who is receiving a Retirement, Disability, or death benefit as of said date shall be entitled to receive a three percent (3%) Cost-of-Living Adjustment in his or her monthly benefit payment. The monthly benefit payable immediately prior to July 1, 2005, and immediately prior to each July 1 thereafter shall be multiplied by .03 and the resulting amount shall be the adjusted monthly benefit payable for the ensuing 12-month period (July 1 – June 30). If as of any July 1, a Retired Participant or Beneficiary has not been receiving monthly benefits for the entire preceding 12-month period, he or she will receive a pro rata adjustment based on the number of monthly payments received for the preceding 12-month period (e.g., if 6 monthly payments have been made as of

July 1, the adjustment will be 1/2 of 3% or 1.5%). The annual Cost-of-Living Adjustment will first be included in monthly benefit checks for the month of July, which will be issued at the end of said month. If a Participant or Beneficiary's monthly benefit payments commence as of July 1 in any year, the first annual 3% adjustment will be made the following July 1. Except as provided in this section and notwithstanding any provision of the Predecessor Plan to the contrary, no other Cost-of-Living Adjustments, bonus adjustments, or other adjustments will be made on or after April 16, 2005. Notwithstanding the foregoing, no Cost-of-Living Adjustment shall apply to benefits payable to Participants (or their Beneficiaries) initially employed on or after July 1, 2018.

- (e) **Retirement Benefits for Terminated Vested Employees** - With respect to payment of Retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005 and who do not return to employment with the City (hereinafter referred to as "terminated vested employees") shall be governed by the terms of the Predecessor Plan in effect as of the date of their termination, except as otherwise provided in this subsection 15(d). Early Retirement benefits and the Rule of 75 Alternative Normal Retirement benefit shall not be payable to or on behalf of said terminated vested employees. Monthly benefit payment options available to terminated vested employees who become eligible for a Normal Retirement benefit shall be the same as those available to Participants under the GMEBS Master Plan. Actuarial assumptions and factors used to determine Retirement or survivor benefits payable to or on behalf of terminated vested employees shall be those specified in the GMEBS Master Plan. In determining the monthly Normal Retirement benefit amount payable to terminated vested employees and the Normal Retirement date upon which said benefit becomes payable, GMEBS is directed to utilize the listing of inactive vested employees provided to GMEBS by the City which reflects the Normal Retirement benefit amount and Normal Retirement date for each terminated vested employee. Provided, however, that this provision shall not create a duty to notify terminated vested employees of their entitlement to a Normal Retirement benefit or a duty to pay Normal Retirement benefits until application for said benefits is made by the terminated vested employee.
- (f) **Pre-Retirement Death Benefits** - The "Auto A" in-service pre-retirement death benefit (see Adoption Agreement subsection 18(A)) and the "Auto A" terminated vested death benefit (see Adoption Agreement subsection 18(B)) shall be payable in accordance with the provisions of the Master Plan and Adoption Agreement, notwithstanding any provision of the Predecessor Plan to the contrary. With respect to Participants who terminate prior to November 29, 2017, if the Pre-Retirement Beneficiary to whom the pre-retirement benefit is payable is a Child as defined in Section 2.12 of the Master Plan, then the Auto A death benefit otherwise payable to the Child will be actuarially adjusted to provide for payment until the Child attains age 22, or if later, until the 5th anniversary of the Participant's death; if the child dies before benefits are due to cease under this provision, no further

benefits will be payable. The age 22 of 5<sup>th</sup> anniversary cutoff, as applicable, shall not apply with respect to death benefits payable to a Child with respect to Participants who terminate on or after November 29, 2017; provided, however, that monthly benefits shall be reduced in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and any other applicable federal law or regulation. Pre-retirement benefits will not be paid in the form of a single lump sum, except as otherwise provided by the Master Plan with respect to small benefit cash-outs.

- (g) **Pre-Retirement Death Benefits for Terminated Vested Employees** - Notwithstanding any provision of the Predecessor Plan to the contrary, with respect to payment of pre-retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005 and who do not return to employment with the City (hereinafter "terminated vested employees") shall be governed by the terms of subsection 15(e) above, except as otherwise provided herein. Notwithstanding subsection 15(e) above, the pre-retirement death benefit payable to terminated vested employees shall be equal to the survivor's portion of the actuarial equivalent 50% joint and survivor annuity as described in the GMEBS Master Plan, which shall be calculated based upon the Normal Retirement benefit amounts reflected in the listing of inactive vested employees provided to GMEBS by the City. If the Pre-Retirement Beneficiary to whom the death benefit is payable is the terminated vested employee's Spouse as defined in Section 2.62, then the Spouse may defer receipt of the death benefit until what would have been the terminated vested employee's normal retirement date. If the Pre-Retirement Beneficiary is not the Spouse, the death benefit shall be payable as of the first day of the month coinciding with or following the date of the terminated vested employee's death. The death benefit will be actuarially reduced to reflect payments made prior to the date that would have been the terminated vested employee's normal retirement date. Actuarial assumptions and factors used to determine pre-retirement death benefits payable on behalf of terminated vested employees shall be those specified in the GMEBS Master Plan. This provision shall not create a duty to notify terminated vested employees or their beneficiaries of their entitlement to a pre-retirement death benefit, nor shall it create a duty to pay pre-retirement death benefits until application for said benefits is made by the terminated vested employee.
- (h) **Timing of Distributions** - Distribution of Retirement benefits will commence as of the Participant's effective Retirement date as determined under the GMEBS Master Plan, but in no case before a Participant files a claim for benefits. Notwithstanding Section 19A-4.2 of the Predecessor Plan, monthly Retirement benefit payments will not be pro-rated.
- (i) **Modified Definition of "Final Average Earnings" or "Average Annual Compensation"** – Final Average Earnings shall be defined as the average Earnings during the 60 consecutive months of employment with the City in which the Participant received the greatest aggregate amount of Earnings.

- (j) **Indemnification** - In the event that GMEBS or GMA (including their officers, directors, or employees) is made a party to any claim arising out of or concerning administration of the Predecessor Plan (including but not limited to claims concerning eligibility for benefits, benefit calculation or payment, employee contributions, plan investments, plan funding, record-keeping, or regulatory compliance) or any claim arising out of or concerning differences between the terms of this Plan and the Predecessor Plan, then to the extent allowed by law, the City shall indemnify and hold GMA and GMEBS harmless for any and all judgments, settlements, and costs, including attorney fees ("loss"), that GMEBS or GMA incurs or pays in connection therewith.
- (k) **Transfer of Assets** - The City will take all necessary steps to effect the transfer of all plan assets currently held for participants and beneficiaries of the Predecessor Plan to the Board of Trustees of the Georgia Municipal Employees Benefit System (GMEBS). Said transfer shall be effected by the City no later than April 16, 2005 or as soon as reasonably practicable thereafter, utilizing transfer methods and/or procedures mutually agreed upon between the City and GMEBS. Upon the acceptance and execution of the Adoption Agreement and this Addendum by the City of Griffin and by the authorized officer of GMEBS, and after said transfer of assets, the Board of Trustees of the GMEBS shall serve as successor trustees to the board of trustees established under the Predecessor Plan with respect to assets transferred to GMEBS and shall be responsible for administration of the retirement plan and investment of transferred plan assets in accordance with and subject to the terms of O.C.G.A. 47-5-1 et seq., the GMEBS Master Plan, Adoption Agreement, and the GMEBS Trust Agreement.
- (l) **Obligations of Trust Fund** - Obligations of the City's Retirement Trust Fund shall not be payable from or charged upon any other funds of the City of Griffin. Obligations of the Trust Fund shall not constitute a charge, lien, or encumbrance, legal or equitable, on any property, real or personal, of the City of Griffin, nor shall they constitute a pledge of the taxing authority of said city.
- (m) **Amendments** - The Board of Commissioners may amend the benefit elections in the Adoption Agreement at any time, but no amendment shall have the effect of decreasing the described Retirement benefit of anyone who is a Vested Participant on the date the amendment is adopted or becomes effective, whichever is later. This subsection 15(m) shall operate in lieu of subsections 18.01(a) and 18.01(c) of the Master Plan.
- (n) **Clarification Regarding Prior Restatements** - As a result of an Internal Revenue Service review of the Plan for the purpose of issuing a favorable determination letter on the qualified status of the Plan, the Plan was retroactively restated, generally effective as of July 1, 1989, and retroactively restated, generally effective as of July 1, 1997, both adopted on February 19, 2008, to adopt certain late amendments. The IRS issued a Closing

Agreement on July 23, 2008 and a favorable determination letter on with respect to the Plan in effect as of August 7, 2008.

- (o) **Effect of Refund of Contributions; Eligible Regular Employees Initially Employed Prior to July 1, 2018** - This Section applies only to an Eligible Regular Employee who was initially employed prior to July 1, 2018, and who makes Employee Contributions under the Plan on or after July 1, 2018. If, upon such a Participant's Termination of employment the Participant withdraws his or her Employee Contributions pursuant to Section 13.03 of the Master Plan, he or she shall forfeit for himself or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after July 1, 2018, and such Service shall not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for participation, Vesting, or benefit eligibility under the Plan, unless said Participant subsequently becomes reemployed and reinstates his or her Service on or after July 1, 2018, in accordance with and pursuant to subsection 13.03(d) of the Master Plan. In addition, the amount of any benefit payable with respect to Credited Service prior to July 1, 2018, shall be determined in accordance with the terms of the Plan in effect as of June 30, 2018 (or if applicable, the Participants last Termination date prior to June 30, 2018), unless said Participant becomes reemployed and reinstates his or her Service on or after July 1, 2018, pursuant to subsection 13.03(d) of the Master Plan.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Board of Commissioners of the City of Griffin, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GRIFFIN, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chairperson

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

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

**(SEAL)**

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**Secretary**