

**CITY OF EAST POINT
EMPLOYEES RETIREMENT PLAN**

SUMMARY PLAN DESCRIPTION

January 2018

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INTRODUCTION

The City of East Point established the City of East Point Employees Retirement Plan (the “Plan”) in 1946 to recognize and reward employee service to the City. This is part of the City’s overall program to provide for the future security of its employees and their family members. The Plan has undergone significant revisions in 1959, 1965, 1971, 1975, 1987, 1991, and 1998. Membership was closed off on April 1, 1992, and new employees were enrolled in a defined contribution plan or Social Security. The Plan was amended effective July 1, 1998, to reopen membership to all eligible full-time employees. The Plan was most recently amended and restated effective January 1, 2013, and has been subsequently amended.

The Plan is intended to be a governmental defined benefit pension plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”). The Plan is funded by contributions from Participants and the City and applicable investment returns. Benefits under the Plan are paid upon your retirement, death, disability or termination. Please note that the City of East Point has opted out of Social Security and you do not participate in Social Security, and you do not earn Social Security service credits.

This Summary Plan Description (the “Summary”) summarizes the main features of the Plan and defines some of the key terms used therein. You should read this Summary completely and carefully. Please note that this Summary is only a brief description of the Plan. While this Summary answers the most common questions about the Plan, it does not replace the formal Plan document. It is not meant to interpret, extend or change the Plan in any way. If there is any discrepancy between this Summary and the actual provisions of the Plan, the Plan document will govern.

The City retains the right to amend the Plan at any time, and such an amendment may change the provisions of the Plan described in this Summary.

This Summary or the Plan shall not be deemed to constitute a contract between any employee and the City of East Point or be a consideration for the employment of any employee. Nothing in this Summary shall give any employee the right to be retained in the employ of City of East Point. Employees shall remain subject to discharge, discipline, or layoff to the same extent as if the Plan had not been put into effect.

Please note that this Summary Plan Description applies only to participants in Classes 2, 3 and 5. Currently, there are no active Class 1 or Class 4 participants in the Plan. Participants in Class 1 or Class 4 should refer to prior versions of the Summary Plan Description for a summary of their applicable benefits.

DEFINITIONS

Here are some of the terms used in this Summary and their meanings:

Eligibility. You are eligible if you are a regular full-time employee working 40 hours per week, or a Firefighter on a 24 hour on/48 hour off schedule. Certain management positions may be excluded from the Plan.

Classes: Eligible Participants belong to one of the following "Classes"

Class 2: General employees and elected officials hired before April 1, 1992

Class 3: Police and Firefighters hired before April 1, 1992

Class 5: Eligible full-time employees hired on or after April 1, 1992

Accrued Retirement Benefit. Your "Accrued Retirement Benefit" is the monthly retirement benefit that you have earned as of any date.

Average Monthly Compensation. Average Monthly Compensation means:

For Class 5 Participants, 1/36th of Compensation for the 78 consecutive pay periods, which produce the highest average.

For Class 2 or Class 3 Participants, the monthly average of annual Compensation during any consecutive five year period in which your Compensation was the highest.

Compensation. Your Compensation is your hourly pay rate times the hours you worked, to a maximum of 80 hours per pay period, excluding overtime pay, bonuses, fringe benefits and reimbursed expenses. This is a base salary before all before-tax, salary deferral or salary reduction contributions made to the Plan [including any employee contributions, which are considered "pick-up contributions" under Code Section 414(h)(2)], any Section 457 and Section 125 plans of the City of East Point, or any qualified transportation fringe benefit program of the City of East Point. Any bonuses, overtime pay, automobile allowance, excess life insurance taxable income, and the value of any other taxable fringe benefits are excluded.

Credited Service. Means all periods of a Participant's unbroken employment from the most recent beginning date of employment, including paid and other periods of "Leave of Absence," required by law to be recognized. For Class 5 Participants only, Credited Service from April 1, 1992 through June 30, 1998, will be used for vesting, disability and retirement eligibility only, while Credited Service from July 1, 1998 and thereafter will be used for all purposes including benefit accrual. However, Participants may receive Credited Service from April 1, 1992 through June 30, 1998 for benefit accrual also, but only if and to the extent that such Participants purchased part or all of this Credited Service pursuant to a one-time election provided to all such Eligible Employees during the 2005 Plan Year.

Disability. "Disability" means Social Security Disability, if eligible, or, if not, a total and permanent physical or mental condition as defined by East Point's long term disability plan resulting from bodily injury, disease, or mental disorder which renders a Participant incapable of continuing his usual and customary employment with the Employer; provided, however, that

disability for purposes of the Plan shall not include any disability which results from the Participant's engagement in war, insurrection, rebellion, or active participation in a riot, or in a criminal enterprise, or from an intentionally self-inflicted injury. The Pension Board may require medical proof of Disability, including the certificate of one or more licensed physicians selected by the Pension Board. The decision of the Pension Board as to Disability is final and binding.

Normal Retirement Date. Your “Normal Retirement Date” is the later of completion of age and Credited Service as follows:

- Class 2: Participating Elected Official: Age 60 and five years Credited Service.
- Class 2: Non-Elected Officials: Age 65 and ten years Credited Service.
- Class 3: Age 55 and ten years Credited Service.
- Class 5: Age 65 (55 Police and Firefighters) and ten years Credited Service. Elected officials: Age 60 and five years Credited Service.

Qualified Spouse. Your “Qualified Spouse” means the spouse you are legally married to at the date you die, retire, or become disabled.

Retired Participant. A “Retired Participant” is a Participant who terminates employment by reason of normal retirement, early retirement or Disability.

HOW DOES THE PLAN WORK?

If you are a Participant in the Plan, and you retire after you reach Normal Retirement Date, you will be entitled to a monthly retirement benefit for your life. If you die, your spouse or children may be eligible for benefits.

If you become Disabled while employed by the City, you may be eligible for monthly Disability benefits under the Plan.

For other than appointed or elected members of the City Council, if you do not work for the City until Normal Retirement Date, but have at least 10 years of Credited Service as a Class 2 or Class 3 Participant, you will be entitled to receive your Accrued Benefit at your Normal Retirement Date, or a reduced benefit as early as age 50. Class 5 Participants with ten years of Credited Service may retire as early as age 55 (50 for policemen or firefighters). Their benefits are automatically reduced for early retirement because the Applicable Benefit Percentage, which is used in the benefit computation, increases with each year of age to retirement.

WHO IS ENTITLED TO PARTICIPATE IN THE PLAN?

If you are eligible to participate in the Plan, you will automatically become a Participant in the Plan on the date you first become a “full time” employee, as classified by the City. Participation is mandatory. The City Manager, Deputy City Manager, part-time, co-op or temporary employees, and contract employees are not eligible to participate in the Plan. Department Directors who currently participate in the Plan and Department Directors who are appointed, promoted or hired on or after January 1, 2015 are eligible to participate in the Plan. The Mayor and other City Council

members may make a one-time irrevocable election to be covered by this Plan if such election is made within ninety (90) days of the member or Mayor taking office.

WHAT IF I AM REEMPLOYED?

If your employment with the City is terminated and you are reemployed by the City (if you are a Retired Participant, you must be reemployed within five years of your last date of employment), you may either:

- (1) Return any cash refund and/or benefit payments plus interest within one year of your reemployment date and be restored in all prior Credited Service, provided you complete one year of continuous service; or
- (2) Not return the cash refund and/or benefit payments and be treated as a new Participant (except that for Retired Participants, prior service will count for retirement eligibility).

If you are a Retired Participant rehired within five years after termination, you do not elect (1) above, and you complete another year of Credited Service, then the Credited Service before and after retirement is aggregated for vesting and early retirement eligibility purposes only in computing additional pension for your new period of Credited Service.

If your prior Credited Service is restored, your benefit will be determined in accordance with the benefit formula that applied prior to your termination of employment, adjusted as necessary. There will be no duplication of benefits due to several periods of employment.

A Retired Participant rehired five or more years after his last date of employment will be treated as a new Participant for all purposes under the Plan.

If you are a Retired Participant who is reemployed by the City, your benefit payments under the Plan will cease until the first day of the month following your subsequent termination of employment. However, if you are ineligible to participate in the Plan when you are reemployed, you will continue to receive benefit payments during your reemployment with the City as long as you have reached your Normal Retirement Date or you are at least age 62 on your reemployment.

DO I MAKE CONTRIBUTIONS TO THE PLAN?

The funding for your benefits under the Plan is provided through contributions made by both Participants and the City and applicable investment returns. Participants contribute 6% of their pay on a before-tax basis. The City contributes such amount as determined and recommended by the Plan's Actuary.

WHAT IS MY ACCRUED BENEFIT?

Your "Accrued Benefit" is the basic monthly retirement benefit that you have earned as of any date. Your Accrued Benefit is based on your Compensation and Credited Service and will increase as your Compensation increase and as you complete additional Credited Service. Your Accrued Benefit may also change based on your age when you begin receiving benefits.

Assuming that you are eligible for retirement benefits under the Plan, your monthly Accrued Benefit would be as follows:

- (i) For all full-time employees in Classes 2 and 3:

The product of Average Monthly Compensation times Credited Service times 2.25%

For example, if your Average Monthly Compensation was 2,500 and you had completed 20 years of Credited Service, your Accrued Monthly Benefit would be determined as follows:

$$\$2,500 \times 20 \times 0.0225 = \$1,125$$

Your benefit may also be computed using the same method as for Class 5 Participants, and you may choose at retirement or other termination to receive that amount if you prefer.

- (ii) Class 2 Elected: \$25 x Credited Service

- (iii) Class 5 Elected: \$30 x Credited Service

- (iv) For all full-time employees in Class 5:

Average Monthly Compensation times Credited Service times a percentage based on your age, as follows:

| <u>Retirement Age</u> | <u>Applicable Benefit Percentage</u> |
|-----------------------|--------------------------------------|
| 50* | 1.75% |
| 51* | 1.80% |
| 52* | 1.85% |
| 53* | 1.90% |
| 54* | 1.95% |
| 55 | 2.00% |
| 56 | 2.05% |
| 57 | 2.10% |
| 58 | 2.15% |
| 59 | 2.20% |
| 60 | 2.30% |
| 61 | 2.40% |
| 62 | 2.50% |
| 63 | 2.60% |
| 64 | 2.70% |
| 65 and above | 2.80% |

* Retirement at ages 50 –54 is available for Policemen and Firefighters only.

- (v) For participating elected or appointed members of the City Council: Your Credited Service times \$30 (\$25 Class 2).
- (vi) For Participants who have Credited Service as both full-time employees and as elected or appointed members of the City Council, the sum of (i) and (iii) above.

If you do not begin receiving benefits until after your Normal Retirement Date, your Accrued Benefit will increase to reflect your additional Credited Service and any increased Compensation.

HOW IS MY NORMAL RETIREMENT BENEFIT CALCULATED?

If you retire upon attaining Normal Retirement Date and you have completed the required Service, your monthly benefit generally will be equal to your Accrued Benefit.

WHAT IF I TERMINATE EMPLOYMENT BEFORE MY NORMAL RETIREMENT DATE?

Classes 2 and 3:

If you terminate employment after completing ten years of Credited Service, but before reaching Normal Retirement Date, you may choose to receive the return of your accumulated contributions with interest or a deferred vested benefit. You will be entitled to begin receiving your unreduced deferred vested benefit when you reach your Normal Retirement Date (65 if Class 2, 55 if Class 3, or 60 if Class 2 elected official). Class 2 or 3 Participants may elect to begin receiving reduced benefits at age 50. The reduction of your benefit due to early payment will be in accordance with Table 1 (“Early Retirement Reduction Table”) in Section 4-1109 of the prior Plan document.

Class 5:

The termination benefit for all Participants, other than City Council members and the Mayor is determined as follows:

If you terminate employment prior to completing 10 years of Credited Service, you will receive an immediate refund of your contributions determined in accordance with the chart below and you will forfeit any further benefit from the Plan.

If you terminate employment and have completed 10 years of Credited Service, you are vested in your Accrued Benefit to be paid when you attain age 55 (50 for Police and Firefighters). However, with the written consent of your Qualified Spouse, you may elect a one-time lump sum payment in lieu of all other benefits available to you under the Plan. The lump sum payment is computed by multiplying your contributions by a percentage as follows:

| <u>Years of Credited Service</u> | <u>Percentage of Employee Contributions</u> |
|----------------------------------|---|
| < 1 | 100% |
| 1 < 2 | 110% |
| 2 < 3 | 120% |
| 3 < 4 | 130% |
| 4 < 5 | 140% |
| 5 < 6 | 150% |
| 6 < 7 | 160% |
| 7 < 8 | 170% |
| 8 < 9 | 180% |
| 9 < 10 | 190% |
| 10 < 11 | 200% |
| 11 < 12 | 220% |
| 12 < 13 | 240% |
| 13 < 14 | 260% |
| 14 < 15 | 280% |
| 15 < 16 | 300% |
| 16 < 17 | 320% |
| 17 < 18 | 340% |
| 18 < 19 | 360% |
| 19 < 20 | 380% |
| 20 < 21 | 400% |
| 21 < 22 | 420% |
| 22 < 23 | 440% |
| 23 < 24 | 460% |
| 24 < 25 | 480% |
| 25 or more | 500% |

All Classes:

If you have completed at least 10 years of Credited Service, you may elect to receive a deferred benefit at your earliest retirement date or later, or with the written consent of your Qualified Spouse, a lump sum payment in lieu of a benefit, both computed in the same manner as for Class 5 Participants.

**WHAT IF I TRANSFER BETWEEN POLICE/
FIREFIGHTER AND GENERAL EMPLOYEE?**

If you transfer between Police or Firefighter status and general eligible employee status (other than Police or Firefighter) as a result of a change in your employment status, your years of Credited Service will be combined for purposes of determining your eligibility and entitlement to benefits under the Plan. However, for purposes of determining the amount of your Accrued Benefit and your Normal Retirement Date and early retirement date for such benefit, your Accrued Benefit will be determined in separate components as follows:

- (1) Your Accrued Benefit based on years of Credited Service earned as a general eligible

employee; and

- (2) Your Accrued Benefit based on years of Credited Service earned as a Police Officer and/or Firefighter.

WHAT DISABILITY BENEFITS ARE PAID UNDER THE PLAN?

Disability benefits under the Plan are intended only to provide you with income while you are actually disabled and therefore may terminate if you are no longer disabled. If you become entitled to disability benefits under the Plan, the Pension Board may require that you undergo periodic examinations by a physician. If you refuse to submit to such an examination, are determined to no longer be disabled, or you become engaged in any employment, any disability benefit payable to you will immediately terminate.

If you terminate employment due to Disability, you will be entitled to a Disability Retirement Benefit. There are no minimum age or Credited Service requirements, nor any reduction for early payment.

Classes 2 and 3: Your monthly benefit will be equal to the greater of:

- (i) Your Accrued Benefit; or
- (ii) 20% of your average monthly Compensation for the 12 calendar months immediately preceding your termination.

Class 5: If you have less than 10 years of Credited Service you will receive a lump sum payment of your contributions multiplied by a percentage based on your years of Credited Service, as shown on pages 7-8. With ten or more years of Credited Service you will be paid a monthly benefit equal to your Accrued Benefit, computed as for Class 5 Participants shown on page 6, using the Applicable Benefit Percentage for age 50 if your actual age is less than 50.

HOW WILL MY BENEFITS BE PAID?

The normal form of benefit payment under the Plan is a monthly payment for the life of a Participant, with a minimum return of employee contributions with interest for Classes 2 and 3 and a multiple of employee contributions for Class 5. However, surviving spouses of Class 5 Participants (who were married to the Participant at the time of retirement) receive a monthly benefit of 75% of the amount of the Participant's benefit. Optional forms of payment are described under death benefits below.

Class 5 Participants may elect to receive between 5% and 25% (in 5% increments) of their Accrued Benefit as an actuarially equivalent lump sum payment. The monthly retirement benefit will be reduced by an equal percentage, but any benefit payable to a survivor will not be reduced.

WHAT DEATH BENEFITS ARE PAYABLE UNDER THE PLAN

Persons Eligible to Receive Death Benefits

If you die while you are employed by the City or while receiving retirement or Disability benefits under the Plan, your surviving beneficiary may be entitled to receive benefits from the Plan. For married Class 5 Participants, their spouse will be their beneficiary. All Class 2 and 3 Participants may elect anyone as beneficiary.

Your beneficiary election should be made at the time you commence participation in the Plan, and may be changed at any time. A final election will be made at the time you retire.

Death Prior to Retirement

Classes 2 and 3:

Your beneficiary will receive a monthly benefit based on the actuarial reserve required at age 65 for your anticipated normal retirement benefit. In calculating this benefit an additional amount of Credited Service equal to 1/2 of the anticipated Credited Service between date of death and Normal Retirement Date (maximum 10) will be included for full-time Participants hired before December 1, 1987.

Your beneficiary may elect a refund of your contributions with interest in lieu of a monthly death benefit.

Class 5:

Your Qualified Spouse will receive a monthly benefit equal to the greater of your accrued benefit or 60% of your Average Monthly Compensation. This will be actuarially reduced if you die under age 50. The minimum monthly benefit will be equal to your years of Credited Service times \$30. The total distribution to you and your Qualified Spouse combined will be, at the least, an amount equal to a percentage of your contributions, determined in accordance with the table shown on pages 7-8. Benefits may be payable to a child after the death of your Qualified Spouse.

Death After Retirement

When you retire you may elect that all or a portion of your pension payment be continued to a beneficiary as follows:

Class 2 and 3 Participants: May choose any of the following optional forms of benefit:

(i) Joint & Survivor: A decreased benefit is paid to you and following your death a percentage of that decreased benefit is continued to your beneficiary. You may elect that your beneficiary receive 100%, 75%, 50%, or 25% of your benefit. Bear in mind, however, that these Joint & Survivor benefits are actuarially equivalent to your normal benefit payable for your lifetime only, meaning that the life expectancy of both you and your beneficiary are taken into account. Electing a young beneficiary, such as a child, would result in much smaller payments both to you and the beneficiary because the child is expected to live longer and receive more payments than

someone older. Reductions for Joint and Survivor benefits are made in accordance with Tables (2)(a) and (b) in the Plan document.

(ii) Period Certain and Life Option: A decreased benefit payable for your life, with payments guaranteed for the first 5, 10, 15 or 20 years as selected by you. This means that if you die within the period you have selected, your beneficiary will receive your benefit payments for the remainder of that period, provided he/she is still alive. Should you live beyond the guaranteed period, your benefit payments will continue for the remainder of your life. The conversion to Period Certain and Life benefits will be made according to Table (3) in the Plan document.

(iii) Social Security Option: This option applies only if you are retiring early and expect to receive a retirement benefit under the Federal Social Security Act. You may elect to receive an increased benefit at your early retirement, which will be decreased when you start to receive your Social Security benefit, so that the sum of your two benefits will be roughly equal to the benefit you began receiving at Early Retirement. The conversion to the Social Security Option will be made in accordance with Tables (4)(a) and (b) of the Plan document.

Class 5: Qualified Spouses, or Children until age 18 (24 if a full-time student), will receive a benefit equal to 75% of your benefit. Handicapped (unemployable) children will receive 50% for life. The total distribution to you and your beneficiary combined will be, at the least, an amount equal to a percentage of your contributions, determined in accordance with the table shown on pages 7-8.

WILL MY BENEFIT BE ADJUSTED FOR COST OF LIVING INCREASES?

Classes 2 and 3: In January of each year, retirement benefits are increased by the percentage increase in the Consumer Price Index (the "CPI") of the most recent November over the CPI for November of the previous year. The maximum increase is 3%. No reductions in benefits are made if there is a reduction in the CPI.

Class 5: Retirement benefits are subject to a cost of living review and possible adjustment every two years by the City Council.

HOW DO I APPLY FOR BENEFITS?

All claims for benefits must be filed with the Resource Centers, LLC, a third-party service provider of the Plan, at the contact information on the last page of this Summary. Retirement under the Plan is contingent upon satisfactory completion of a prescribed application form and the approval of the retirement application by the Pension Board. Applications should be submitted between 30 and 90 days prior to the anticipated retirement date.

If your claim for benefits is denied, you will receive a written notification stating the reason for the denial and explaining how you can perfect the claim or submit the claim for review. If you wish to appeal the denial of a claim, your request for review must be filed within 60 days after you receive notice that the claim was denied. The Pension Board will decide your appeal and notify you in writing within 120 days of the date of your written request for review.

ARE INCOME TAXES WITHHELD FROM MY PAYMENTS?

Your monthly retirement payments are subject to income tax, however, you will be asked to specify whether or not you want that tax withheld each month.

In the event all or a portion of your employee contributions are refunded either to you or a beneficiary, the interest that has accrued on the contributions, as well as all employee contributions after July 1, 1998, are taxable.

The Plan is required to withhold federal income taxes of 20 percent of such taxable portion unless it is paid directly to another employer's retirement plan or an individual retirement account ("IRA").

Generally, regardless of whether the Plan is required to withhold income tax on your distribution, any payment from the Plan, other than your pre-July 1, 1998, employee contributions, will be included in your taxable income in the year in which the payment is made, unless the payment is rolled over into an IRA or another plan. The Plan is required to report all distributions to the IRS. You will be provided with the appropriate IRS Form 1099 tax notice following the end of the year in which you receive the distribution. This information should be included on your federal tax return.

WHAT IS THE SOURCE OF BENEFITS PAID UNDER THE PLAN?

All benefits under the Plan are paid from the trust fund established by the City for the purpose of holding Plan assets and paying benefits under the Plan (the "Fund"). The Pension Board is responsible for investing the assets of the Fund in accordance with guidelines established under the Plan.

No part of the assets of the Fund can be used for purposes other than for the payment of benefits under the Plan and for the costs of maintaining and administering the Plan. Any overpayments made by the City to the Fund will be returned to the City only after all liabilities to Participants and beneficiaries under the Plan have been satisfied.

The Plan has the right to recover overpayments, regardless of the cause, nature, or source of the overpayments. The Plan may recoup overpayments (plus interest) by requesting a lump sum payment from you, or by offsetting your future pension benefits, or by any other mechanism as determined appropriate by the Pension Board.

CAN THE PLAN BE AMENDED OR TERMINATED?

The City has the right to amend the Plan at any time, but no amendment can reduce the amount of any Participant's Accrued Benefit or divert the assets of the Fund to any purpose other than the exclusive benefit of Participants and their beneficiaries.

Although the City intends to continue the Plan on a permanent basis, the City reserves the right to terminate the Plan at any time. If the Plan is terminated, each Participant will immediately become fully vested in his or her Accrued Benefit, to the extent funded as of the date of termination.

WHO INTERPRETS AND ADMINISTERS THE PLAN?

The Pension Board has general authority over the interpretation and administration of the Plan. The members of the Pension Board include:

- Two elected employee representatives with four year terms;
- Two elected retired employee representatives with four year terms;
- One citizen of the City appointed by the City Council with a four year term;
- One member of the City Council with a two year term; and
- Finance Director.

The Pension Board may be contacted at:

City of East Point Employees Retirement Plan Pension Board
Post Office Box 90129
East Point, GA 30364
Email: BoardChair@eastpointpension.com
Website: www.eastpointpension.com

WHO SHOULD I CONTACT FOR BENEFIT QUESTIONS?

If you have any questions concerning your benefits under the Plan, you may contact the Resource Centers, LLC, a third-party service provider of the Plan, at the following:

Resource Centers, LLC
4360 Northlake Blvd., Suite 206
Palm Beach Gardens, FL 33410
Phone: 800.206.0116
Fax: 561.624.3278
Email: EastPoint@ResourceCenters.com