

PRINCE GEORGE'S COUNTY  
SUPPLEMENTAL PENSION PLAN  
FOR EMPLOYEES REPRESENTED BY  
**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**  
**LOCALS 1170, 2462, 2735 AND 3389**

(As Amended and Restated Effective December 31, 2015)



PRINCE GEORGE'S COUNTY, MARYLAND

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## PREAMBLE

The purpose of this document is to set forth the provisions of the Prince George's County Supplemental Pension Plan for Employees Represented by The American Federation of State, County and Municipal Employees, Locals 1170, 2462, 2735 and 3389 (hereinafter "the Plan"). The Plan was originally adopted on June 26, 1990 and became effective as of July 1, 1990. The Plan was subsequently amended as follows:

1. First Amendment adopted on December 17, 1990, effective as of December 30, 1990.
2. Second Amendment adopted on December 17, 1990, effective as of July 1, 1990.
3. Third Amendment adopted on May 13, 1991, effective as of July 1, 1991.
4. Fourth Amendment adopted on May 13, 1991, effective as of July 1, 1990.
5. Fifth Amendment adopted on April 10, 1992, effective as of February 1, 1992.
6. Sixth Amendment adopted on June 3, 1992, effective as of May 1, 1992.
7. Seventh Amendment adopted on August 27, 1992, effective as of July 1, 1990.
8. Eighth Amendment adopted on October 27, 1993, effective as of November 15, 1993.
9. Ninth Amendment adopted on May 15, 1994, effective as of May 1, 1994.
10. Tenth Amendment adopted on October 6, 1995, effective as of July, 6, 1995.
11. Eleventh Amendment adopted 1994, ratified February 28, 2002, effective as set forth therein.
12. Twelfth Amendment adopted on February 28, 2002, effective as set forth therein.
13. Thirteenth Amendment adopted on April 18, 2007, effective as set forth therein.
14. Fourteenth Amendment adopted December 16, 2008, effective as of January 1, 2008.
15. Fifteenth Amendment adopted December 31, 2011, effective as set forth therein.
16. Sixteenth Amendment adopted September 1, 2012, effective as set forth therein.

This document restates the Plan as so amended. All Plan provisions are effective July 1, 1990, unless specifically noted otherwise.

## Section 1 - Definitions

1.1 Actual Service means service while employed as a Covered Employee on or after the Effective Date of the Plan, plus any prior service as an Employee which is credited pursuant to Section 2.4. Service shall be credited in units of years and fractional years, with each completed month of service providing 1/12 of a year of service.

To the extent required by Federal law, Actual Service also includes a period of service in the Armed Forces of the United States that immediately follows service as an Employee, provided that the Employee complies with all of the requirements of Federal law in order to be entitled to reemployment and provided that the Employee returns to employment with the County within the period provided by such law.

Notwithstanding the foregoing, Actual Service shall not include any period during which a Participant is on approved leave without pay, unless such Participant pays into the Trust Fund the contributions that would have been made during such period by the Participant pursuant to Section 7.1. [Added 5/13/91, effective 7/1/90]

1.2 Average Annual Compensation means an amount computed by dividing by three the Compensation actually received by an Employee during whatever period of thirty-six consecutive months of service as an Employee will provide the largest total Compensation for any such period. For any Participant who retires on or after July 1, 1991, Average Annual Compensation shall be calculated as if the Participant had received (i) any step increase the Participant would otherwise have received during the first year of the collective bargaining agreement dated October 8, 1991, from the date it was scheduled to be received, and (ii) the 7% cost of living increase set forth in the collective bargaining agreement dated September 26, 1989, on July 14, 1991, in each case projected through the last day of employment. For any Covered Employee who retires on or after July 1, 1997, Average Annual Compensation shall be calculated as if the Participant had received any step increase the Participant would otherwise have received during fiscal years 1996, 1997, 1998 and 1999, but for the suspension of such step increases. For any Covered Employee who retires between July 1999 and June 2001, Average Annual Compensation will be calculated as if the Participant had received any A-Scale merit increases to which such Participant was entitled on time. [Amended 4/10/92, effective 2/1/92; amended 2/28/02, effective 7/1/97]

1.3 Beneficiary means any person designated by a Participant to receive death benefits or a joint and survivor pension under this Plan.

1.4 Code means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

1.5 Compensation means the basic compensation actually received by an Employee for services rendered as an Employee for the County, excluding any overtime or other premium pay, bonuses or other additional compensation, but including any differential wage payment (as defined in Section 3401(h)(2) of the Code) paid by the County to a Covered Employee. For purposes of this Section, Compensation will not be reduced even if a Participant has agreed to a reduction in compensation under (a) the County's deferred compensation plan under Section 457 of the Code, or (b) any statutory fringe benefit program sponsored by the County and permitted

by the Code. Compensation taken into account for any purpose under this Plan may not exceed \$200,000 in any year, or such greater amount as may be specified by the Secretary of the Treasury pursuant to Section 401(a)(17) of the Code. [Amended 2/28/02, effective 1/1/94; amended 4/18/07, effective 1/1/07; amended 12/31/11, effective 1/1/07]

1.6 Continuous Service means the most recent unbroken period of employment as a Covered Employee of the County on or after the Effective Date of the Plan, plus any prior service as an Employee which is credited pursuant to Section 2.4.

For purposes of determining Continuous Service, employment shall not be deemed to be broken by any of the following:

(a) Termination of employment followed by reemployment within 180 days of the date of termination.

(b) Lay-off followed by reemployment within three years of the date of lay-off.

(c) Approved leave without pay of not more than twelve months, or absence due to illness or disability, provided that the Employee (i) returns to the employment of the County at the end of any such period of absence, and (ii) is not employed during the period of any such absence unless such employment is approved by the County.

(d) To the extent required by Federal law, service in the Armed Forces of the United States immediately following service as an Employee, provided that the Employee complies with all of the requirements of Federal law in order to be entitled to reemployment and provided that the Employee returns to employment with the County within the period provided by such law.

1.7 County means Prince George's County, Maryland.

1.8 County Personnel Law means Subtitle 16 of the Prince George's County Code. [Added 4/10/92, effective 2/1/92]

1.9 Covered Employee means any Employee who, on or after the Effective Date, is employed Full-time or Part-time by the County in any of the job classifications described in Appendices I, II and III to the Agreement between the County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO and its Affiliated Locals 1170, 2462, 2735 and 3389, but excluding (a) any person who is actively participating in one of the Prince George's County Plans listed on Schedule A attached to this Plan, (b) any person who is a "Leased Employee" as defined in Section 1.16. [Amended 10/27/93, effective 11/15/93; amended 4/18/07, effective 7/1/05]

1.10 Creditable Service means all service which is both Actual Service and Continuous Service that is recognized for computing the amount of any benefit under the Plan. [Added 10/27/93, effective 11/15/93]

1.11 Domestic Relations Order means a court order which complies with Section 11.3. [Added 2/28/02, effective 1/1/97]

1.12 Effective Date means July 1, 1990.

1.13 Eligibility Service means all service which is both Actual Service and Continuous Service that is recognized for determining eligibility for benefits under the Plan. [Added 10/27/93, effective 11/15/93]

1.14 Employee means any person who is employed Full-time or Part-time by the County. [Amended 10/27/93, effective 11/15/93]

1.15 Full-time has the meaning given such term in Section 16-120 of the Prince George's County Code.

1.16 Leased Employee means any person who provides services for the County if (a) such services are provided pursuant to an agreement between the County and any other person or leasing organization, (b) such person has performed such services for the County on a substantially full-time basis for a period of at least one year, and (c) such services are of a type historically performed in the business field of the County by Employees. Except as otherwise provided in this Plan, such Leased Employees shall be considered Employees of the County for purposes of this Plan, unless the Leased Employees constitute less than 20% of the County's nonhighly compensated workforce within the meaning of Section 414(n)(5)(C)(ii) of the Code and are covered under a plan maintained by the leasing organization, which plan is a money purchase pension plan with a nonintegrated employer contribution rate of at least 10% and which provides for immediate participation and for full and immediate vesting. For purposes of this definition, a person has performed services on a substantially full-time basis if during a consecutive 12-month period the person has either (i) performed at least 1,500 hours of service for the County, or (ii) performed services for the County for a number of hours at least equal to 75% of the average number of hours that are customarily performed by an Employee of the County in the particular position.

1.17 Normal Retirement Date means the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee, and (a) has then attained at least age 55 and completed fifteen (15) years of Eligibility Service, (b) has then attained at least age 62 and completed five (5) years of Eligibility Service, (c) has then attained at least thirty (30) years of Eligibility Service regardless of age, or (d) has then attained State Normal Retirement Date, whichever date is earlier. In the case of a Participant who separates from service as an Employee with a vested right under Section 4.2 but before reaching the Normal Retirement Date as defined above and who later applies for a benefit under this Plan without returning to employment with the County, Normal Retirement Date means the first day of the first month coinciding with or immediately following the earliest date on which the Participant would have attained his Normal Retirement Date as described herein assuming the Participant had not separated from service as a Covered Employee. [Amended 4/10/92, effective 2/1/92; amended 10/27/93, effective 11/15/93]

1.18 Part-time has the meaning given such term in Section 16-120 of the Prince George's County Code. [Added 10/27/93, effective 11/15/93]

1.19 Participant means any person eligible to participate who, if required by Section 2.1, elects to participate in the Plan and is participating in the Plan, pursuant to Section 2.



1.20 Plan means the defined benefit retirement plan as herein set forth and as it may be amended from time to time. The Plan may be referred to as “Prince George’s County Supplemental Pension Plan for Employees Represented by The American Federation of State, County and Municipal Employees, Locals 1170, 2462, 2735 and 3389.” [Amended 11/18/03, effective 7/1/92; amended 4/18/07, effective 7/1/05]

1.21 Retirement Administrator means the person designated as the administrator of the Plan as provided in Section 8.2.

1.22 State Normal Retirement Date means the date on which a Participant is eligible to receive a normal retirement benefit from the State Plan. [Added 4/10/92, effective 2/1/92]

1.23 State Plan means the Maryland State Retirement or Pension System, as the case may be, in which a Participant also participates. [Added 4/10/92, effective 2/1/92]

1.24 Transferred Accrued Benefit means the vested accrued benefit credited pursuant to Section 4.4 to a Participant who transfers to the Plan from one of the supplemental pension plans of the County listed in Schedule A.

1.25 Transferred Employee Contributions means any employee contributions that are transferred to the Plan from any supplemental pension plan of the County listed on Schedule A and deposited in the Trust Fund pursuant to Section 4.4 or 7.6. [Amended 5/13/91, effective 7/1/90]

1.26 Trust Agreement means the Trust Agreement for The Prince George’s County Supplemental Pension Plan for Employees Represented by The American Federation of State, County and Municipal Employees, Locals 2462, 2735 and 3279, entered into between the County and the trustee or trustees named therein, as it may be amended from time to time, which Trust Agreement forms a part of the Plan. [Amended 11/18/03, effective 7/1/92]

1.27 Trust Fund means the assets held in trust by the trustees under the Trust Agreement.

1.28 Trustees means the person or persons who, at the particular time, constitute the Board of Trustees under Article III of the Trust Agreement.

## Section 2 - Requirements for Participation

### 2.1 Who May Participate.

(a) Every Covered Employee on the day before the Effective Date may elect to participate in the Plan, subject to all the provisions of the Plan from time to time in effect.

(b) Every Covered Employee who becomes a Covered Employee on or after the Effective Date must participate in the Plan, unless such participation is prohibited by Section 2.2(f).

(c) Notwithstanding the foregoing provisions of this Section 2.1 and Section 2.2(f), any Covered Employee on May 1, 1992, who is not a Participant may elect to participate

in the Plan in accordance with Section 2.2(g) and subject to all the provisions of the Plan from time to time in effect. [Added 6/3/92, effective 5/1/92]

(d) Notwithstanding the foregoing, if any Covered Employee was eligible to participate in any County Pension Plan listed on Schedule A hereto but elected not to participate in such Plan, such Covered Employee shall not be eligible to participate in this Plan. [Added 8/27/92, effective 12/30/90]

(e) Any Part-time Covered Employee on November 1, 1993, may elect to participate in the Plan in accordance with Section 2.2(h) and subject to all the provisions of the Plan from time to time in effect. Any Part-time Covered Employee who becomes an Employee of the County after November 1, 1993 must participate in the Plan as provided in Section 2.1(b) [Added 10/27/93, effective 11/15/93]

## 2.2 Election to Participate.

(a) Every Covered Employee on May 18, 1990 who wishes to participate in the Plan must elect to participate during the thirty-one (31) day election period beginning May 18, 1990 and ending June 18, 1990.

(b) Every Covered Employee who becomes a Covered Employee on May 19, 1990 through June 30, 1990, inclusive, who wishes to participate in the Plan must elect to participate on or before the thirtieth calendar day after the first day of employment as a Covered Employee.

(c) Each Covered Employee electing to participate in the Plan must complete, sign and file with the Retirement Administrator the form of election required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

(d) An election to participate in the Plan is irrevocable. Any Covered Employee who does not elect to participate in the Plan within the time periods described in subsections (a), (b), (g) or (h) forfeits the right to participate in the Plan. [Amended 10/27/93, effective 11/15/93]

(e) Each Covered Employee must complete, sign and file with the Retirement Administrator any and all additional forms or other instruments that may be required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

(f) If a Covered Employee eligible for the election provided in Subsection (a), (b), (g) or (h) ceases to be a Covered Employee and later becomes a Covered Employee, he or she may participate in the Plan only if he or she had elected to participate pursuant to subsection (a), (b), (g) or (h), as applicable, with respect to the prior period of employment as a Covered Employee. [Amended 6/3/92, effective 5/1/92; amended 10/27/93, effective 11/15/93]

(g) Notwithstanding the forfeiture described in Subsection (d), every Covered Employee on May 1, 1992, who is not a Participant who wishes to participate in the Plan must elect to participate during the election period beginning May 1, 1992 and ending June 30, 1992. All of the provisions of this Section 2.2 shall govern such election. [Added 6/3/92, effective 5/1/92]

(h) Every Part-time Covered Employee on November 1, 1993, who wishes to participate in the Plan must elect to participate during the election period beginning November 29, 1993 and ending December 10, 1993. All of the provisions of this Section 2.2 shall govern such election. [Added 10/27/93, effective 11/15/93]

### 2.3 Effective Date of Participation.

(a) Every Covered Employee who elects to participate in the Plan as provided in Section 2.2(a) is a Participant as of the Effective Date.

(b) Every Covered Employee who elects to participate in the Plan as provided in Sections 2.2(b) and 2.2(c) is a Participant effective on the first day of the pay period immediately following the date of such election.

(c) Every Covered Employee who becomes a Covered Employee on or after the Effective Date is a Participant effective on the first day of employment as a Covered Employee, unless such Covered Employee is not eligible to participate pursuant to Section 2.1(d) or Section 2.2(f). [Amended 8/27/92, effective 7/1/90]

(d) Every Covered Employee who elects to participate in the Plan as provided in Section 2.2(g) is a Participant effective on July 1, 1992. [Added 6/3/92, effective 5/1/92]

(e) Every Part-time Covered Employee who elects to participate in the Plan as provided in Section 2.2(h) is a Participant effective on December 10, 1993. [Added 10/27/93, effective 11/15/93]

### 2.4 Effect of Participation.

(a) Every Covered Employee who participates in the Plan will have all service as an Employee prior to the effective date of his or her participation in the Plan credited for purposes of vesting as provided in Section 4.5 and for purposes of computing the amount of benefits as provided in Section 3.4 or Section 3A.3, except for any service as an Employee which is used to compute a vested accrued benefit under any County Pension Plan listed on Schedule A attached hereto, including any Transferred Accrued Benefit (provided, however, that such service will be credited for purposes of determining a Covered Employee's Normal Retirement Date hereunder). [Amended 4/10/92, effective 2/1/92; amended 10/27/93, effective 11/15/93]

(b) Notwithstanding the foregoing provisions of this Section 2.4, every Covered Employee who elects to participate in the Plan as provided in Section 2.2(g) shall receive credit only for service as a Covered Employee on and after July 1, 1992 for purposes of determining Actual Service and Continuous Service under the Plan; provided however that any service as an Employee prior to July 1, 1992 will be credited for purposes of determining such Covered Employee's Normal Retirement Date hereunder. [Amended 6/3/92, effective 5/1/92]

## Section 3 - Benefit Accrual and Amounts

The rate of benefit accrual and amount of the benefit payable under this Plan to each Participant is determined as follows:

### 3.1 Benefit Accrual.

(a) Each Participant accrues benefits at the rate of four-tenths of one percent (0.4%) of Average Annual Compensation for each year of Creditable Service, to a maximum of twenty-five (25) years. [Amended 10/27/93, effective 11/15/93]

(b) Notwithstanding the foregoing provisions of this Section, each Participant who is actively participating in the Plan on or after July 1, 1992 accrues benefits at the rate of six-tenths of one percent (0.6%) of Average Annual Compensation for each year of Creditable Service, to a maximum of twenty-five (25) years. Except as specifically provided elsewhere in this Plan, this Subsection (b) shall not apply to any Participant who separated from service with the County prior to July 1, 1992, whether by virtue of retirement or otherwise. [Added 6/3/92, effective 5/1/92; amended 10/27/93, effective 11/15/93]

(c) Notwithstanding the foregoing provisions of this Section, each Participant who is actively participating in the Plan on or after July 1, 2001, accrues benefits at the rate of eight-tenths of one percent (0.8%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of twenty-five (25) years. This subsection (c) shall not apply to any Participant who separated from service with the County prior to July 1, 2001, whether by virtue of retirement or otherwise. [Added 2/28/02, effective 7/1/01]

(d) Notwithstanding the foregoing provisions of this Section, each Participant who is actively participating in the Plan on or after January 1, 2007, accrues benefits at the rate of one percent (1.0%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of thirty (30) years. This subsection (c) shall not apply to any Participant who separated from service with the County prior to January 1, 2007, whether by virtue of retirement or otherwise. [Added 4/18/07, effective 1/1/07]

### 3.2 Benefit Amount.

The annual benefit payable to a Participant pursuant to Section 5 is equal to the Participant's accrued benefit, calculated pursuant to Section 3.1, as of the date of the Participant's separation from service as a Covered Employee for the County, plus any Transferred Accrued Benefit.

### 3.3 Maximum Benefit.

(a) Pursuant to Section 3.1, the maximum benefit payable to any Participant is ten percent (10%) of the Participant's Average Annual Compensation, plus any Transferred Accrued Benefit.

(b) Notwithstanding the foregoing provisions of this Section, the maximum benefit payable to any Participant who is actively participating in the Plan on or after July 1, 1992 is fifteen percent (15%) of the Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. Except as specifically provided elsewhere in this Plan, this Subsection (c) shall not apply to any Participant who separated from service with the County prior to July 1, 1992, whether by virtue of retirement or otherwise.

(c) Notwithstanding the foregoing provisions of this Section, the maximum benefit payable to a Participant who is actively participating in the Plan on or after July 1, 2001 is twenty percent (20%) of the Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. This subsection (c) shall not apply to any Participant who separated from service with the County prior to July 1, 2001, whether by virtue of retirement or otherwise. [Added 2/28/02, effective 7/1/01]

(d) Notwithstanding the foregoing provisions of this Section, the maximum benefit payable to a Participant who is actively participating in the Plan on or after January 1, 2007 is thirty percent (30%) of the Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. This subsection (d) shall not apply to any Participant who separated from service with the County prior to January 1, 2007, whether by virtue of retirement or otherwise. [Added 4/18/07, effective 1/1/07]

### 3.4 Creditable Service.

(a) All service that (i) is both Actual Service and Continuous Service, and (ii) is rendered as a Full-time Employee, shall be Creditable Service under the Plan.

(b) Creditable Service credited to a Part-time Employee for any calendar year shall be a fraction, the numerator of which is the number of hours of service that is both Actual Service and Continuous Service that the Employee has completed during such calendar year, and the denominator of which is 2,080.

(c) Notwithstanding the foregoing, Creditable Service shall not include any period during which a Participant is on approved leave without pay, unless such Participant pays into the Trust Fund the contributions that would have been made during such period by the Participant pursuant to Section 7.1. Such payment must be made within one (1) year of the last day on which the Participant was on approved leave without pay and may be made in a lump sum, or under an extended payment plan approved by the Retirement Administrator.

[Added 10/27/93, effective 11/15/93]

### Section 3A - Additional Benefits

#### 3A.1 Additional Benefits for Participants Who Reach State Normal Retirement Date on or before June 30, 1992.

(a) Notwithstanding any other provision of this Plan, a Participant who satisfies the criteria set forth in paragraph (b) shall be eligible to receive an additional retirement benefit as described in this Section 3A.1.

(b) A Participant who (i) will reach State Normal Retirement Date on or before June 30, 1992 and (ii) elects to retire as set forth herein shall be eligible for the additional retirement benefit described in this Section 3A.1. On and after the date on which any such Participant actually separates from service as an Employee, such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefit described herein, except as otherwise expressly permitted by this Section 3A.1.

(c) Each Participant who satisfies the criteria set forth in paragraph (b) shall be eligible for an additional retirement benefit in addition to the other retirement benefits payable to the Participant under this Plan. This additional benefit shall be calculated, alternatively, at the Participant's election, as either:

(i) a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay, all as certified by the County, and calculated on the day before the Participant's retirement, such benefit to be payable on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee; or

(ii) an additional annual pension benefit, calculated by converting (A) 40 hours of annual leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, and (B) 80 hours of sick leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, in each case as certified by the County and calculated on the day before the Participant's retirement, such benefit to be payable monthly for the life of the Participant, beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee.

(d) A Participant may elect to receive part or all of this additional retirement benefit as a lump sum or as an annual pension benefit by allocating annual and sick leave credits between these benefits.

(e) Notwithstanding the other provisions of this Section 3A.1, (i) a Participant who has been involuntarily separated from employment with the County for disciplinary reasons shall not be entitled to receive any benefits under this Section 3A.1 based on sick leave accumulated at the time of separation and (ii) a Participant who has been separated from employment under a separation disability action pursuant to Section 16-189 of the County Personnel Law, or any successor provision, shall not be entitled to receive any benefits under this Section 3A.1 based on sick leave accumulated at the time of separation.

(f) Notwithstanding the other provisions of this Section 3A.1, if a Participant elects to retain or transfer all or any portion of annual and sick leave balances, pursuant to Section 16-221.2(a)(1) or (2) of the County Personnel Law or any successor provision, no credits shall exist under this Plan for the retained or transferred portion and, therefore, no benefits shall be provided under this Section 3A.1 for the retained or transferred portion. However, a Participant may retain or transfer a portion of such balances under Section 16-221.2(a)(1) or (2) of the County Personnel Law and apply the remaining portion to the additional retirement benefit under this Section 3A.1.

(g) To be eligible for an additional retirement benefit under this Section 3A.1, a Participant must elect to retire and make the election described in paragraph (c) in the form

required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

(h) Notwithstanding any other provision of this Plan to the contrary, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the additional retirement benefit described in this Section 3A.1, including any increase in such benefit pursuant to Section 3A.2.

(i) A Participant who elects the monthly benefit described in paragraph (c)(ii) may elect to receive a Joint and Survivor Pension pursuant to Section 5.6.

(j) To the extent a Participant is entitled to a benefit under this Section 3A.1, including by virtue of the increased annual pension benefit calculated under Section 3A.2, which would exceed the maximum benefit permitted under Section 13.1, this Section 3A.1 and Section 3A.2 shall not be operative as to that part of the Participant's benefit which is based on annual and sick leave accumulations and is in excess of the limits of Section 13.1. Said Participant shall receive annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or any successor provision, with respect to such excess amounts, and this Section 3A.1 shall be of no effect as to that portion.

(k) The benefits payable under this Section 3A.1 shall be in addition to the benefits a Participant is entitled to receive pursuant to Section 3.2. The limitation on benefits described in Section 3.3 shall not apply to the additional benefits payable under this Section 3A.1, including any increased annual pension benefit calculated under Section 3A.2.

(l) Notwithstanding any provision of this Plan to the contrary, any Participant who retires pursuant to this Section 3A.1, on or before July 1, 1992, as provided in Section 3A.2, shall have the supplemental retirement benefit under Section 3 calculated as if the increases in accrual rate and maximum benefit described in Article 41 of the collective bargaining agreement dated October 8, 1991 were effective on March 1, 1992 rather than July 1, 1992.

[Added 4/10/92, effective 2/1/92]

3A.2 Retirement Incentive Program Available Between February 24, 1992 and April 8, 1992.

(a) If a Participant actually retires on or before July 1, 1992, or upon the direction of the Retirement Administrator and meets the other requirements of paragraph (c), the annual pension benefit available under Section 3A.1(c)(ii), if any, shall be calculated under the special rules of this Section 3A.2, notwithstanding other Plan provisions to the contrary.

(b) Notwithstanding Section 3A.1(c)(ii), the additional annual pension benefit described in such Section shall be calculated by converting (A) 40 hours of annual leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, and (B) 40 hours of sick leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, in each case as certified by the County as credited to the Participant and based on accumulations through the pay period ending February 22, 1992; provided, however, that a Participant with both annual leave and sick leave balances may exchange sick leave hours under Section 3A.1(c)(ii) only to the extent that such Participant exchanges an equivalent

number of annual leave hours under Section 3A.1(c)(ii) and, provided further, that if a Participant's leave balances subsequently fall below the February 22, 1992 level, actual leave balances at retirement shall be used.

(c) To be eligible for the retirement incentive program described in this Section 3A.2, a Participant must:

(i) have reached State Normal Retirement Date on or before June 30, 1992;

(ii) make a timely election to retire between February 24, 1992 and April 8, 1992, inclusive; and

(iii) actually retire on or before July 1, 1992, or upon the direction of the Retirement Administrator.

(d) Notwithstanding any provision of this Plan to the contrary, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the increased amount of benefits described in this Section 3A.2.

[Added 4/10/92, effective 2/1/92]

### 3A.3 Discontinued Service Benefit.

(a) A Participant who (1) has 15 or more years of Eligibility Service and Creditable Service and (2) is involuntarily separated from service as an Employee for any reason unrelated to a disciplinary action or disability, before July 6, 1995, may elect to receive the discontinued service benefit described in this Section 3A.3 immediately upon such separation from service. Such Participant shall be deemed to have attained his Normal Retirement Date on the date he actually separates from service as an Employee. A Participant who is separated from service on or after July 6, 1995 is not eligible for any benefit described in this Section 3A.3. [Amended 10/27/93, effective 11/15/93; amended 10/6/95, effective 7/6/95]

(b) The discontinued service benefit payable to a Participant who meets the criteria set forth in paragraph (a) shall be an annual pension benefit equal to 150% of the benefit the Participant would otherwise be entitled to receive, as calculated pursuant to Section 3.1. Such discontinued service benefit shall be payable monthly for the life of the Participant, beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee, or the Participant may elect to receive a Joint and Survivor Pension pursuant to Section 5.6. [Amended 10/27/93, effective 11/15/93; amended 5/15/94, effective 5/1/94]

(c) The discontinued service benefit described in this Section 3A.3 shall be in lieu of the retirement benefit payable under Section 3.2 and the limitation on benefits described in Section 3.3 shall not apply to the discontinued service benefit payable under this Section 3A.3. A Participant shall be paid any Transferred Accrued Benefit to the credit of the Participant in addition to the benefits described in this Section 3A.3.



(d) To be eligible for the benefit described in this Section 3A.3, a Participant must notify the Retirement Administrator of his eligibility to receive the benefit described in this Section 3A.3 in the form required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

(e) (i) A Participant who satisfies the criteria set forth in paragraph (a) shall also be eligible for an additional retirement benefit in addition to the other retirement benefits payable to such Participant under this Plan. Such additional benefit shall be a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay, all as certified by the County, and calculated on the day before the Participant's retirement, such amount to be paid on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee. On and after the date of the Participant's separation from service as an Employee, such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefits described in this paragraph, except as otherwise expressly permitted by this Section 3A.3.

(ii) To the extent a Participant is entitled to an additional retirement benefit under this Section 3A.3(e) which would exceed the maximum benefit permitted under Section 13.1, this Section 3A.3(e) shall not be operative as to that part of the Participant's benefit which is based on annual and sick leave accumulations and is in excess of the limits of Section 13.1. Said Participant shall receive annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or any successor provision, with respect to such excess amounts, and this Section 3A.3(e) shall be of no effect as to that portion.

(iii) Notwithstanding the other provisions of this Section 3A.3, if a Participant elects to retain or transfer all or any portion of annual and sick leave balances, pursuant to Section 16-221.2(a)(1) or (2) of the County Personnel Law or any successor provision, no credits shall exist under this Plan for the retained or transferred portion and, therefore, no benefits shall be provided under this Section 3A.3 for the retained or transferred portion. However, a Participant may retain or transfer a portion of such balances under Section 16-221.2(a)(1) or (2) of the County Personnel Law and apply the remaining portion to the additional retirement benefit under this Section 3A.3.

(iv) The limitation on benefits described in Section 3.3 shall not apply to the additional retirement benefit described in this Section 3A.3(e).

(f) The County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the benefits described in this Section 3A.3 to the extent they exceed the benefit that would have been payable to the Participant under Section 3.2.

(g) Notwithstanding the other provisions of this Section 3A.3, a Participant who has been involuntarily separated from employment with the County for disciplinary reasons or under a separation disability action is not entitled to the discontinued service benefit described in this Section 3A.3.

(h) To the extent a Participant is entitled to a discontinued service benefit under this Section 3A.3 which would exceed the maximum benefit permitted under Section 13.1, this Section 3A.3 shall not be operative as to that part of the Participant's benefit which is in excess of the limits of Section 13.1. Said Participant shall receive such excess amount under the County Personnel Law, or any successor provision, and this Section 3A.3 shall be of no effect as to that portion.

[Added 4/10/92, effective 2/1/92]

3A.4 Benefits for Participants with at Least 20 Years of County Service Who are Within 5 Years of State Normal Retirement Date as of June 30, 1992.

(a) Notwithstanding any other provision of this Plan, a Participant who satisfies the criteria set forth in paragraph (b) shall be eligible to receive an additional retirement benefit as described in this Section 3A.4.

(b) A Participant who (i) as of June 30, 1992, has at least 20 years of County service to his credit under the State Plan for purposes of determining his eligibility for normal retirement benefits thereunder, (ii) as of June 30, 1992, is at least 55 years of age and is within five (5) years of attaining State Normal Retirement Date, (iii) has not elected to receive any form of early retirement benefit under the State Plan, (iv) elects to retire between February 24, 1992 and April 8, 1992, inclusive, in the form required by the rules adopted from time to time by the Retirement Administrator or by the Trustees, (v) meets the additional requirement of paragraph (d), and (vi) actually retires on or before July 1, 1992, or upon the direction of the Retirement Administrator, shall be eligible for the additional retirement benefit described in this Section 3A.4. On and after the first date on which a Participant meets all of these criteria, any such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefits described in this Section 3A.4, except as otherwise expressly permitted by this Section.

(c) A Participant who satisfies the criteria set forth in paragraph (b) shall be eligible for an additional retirement benefit in addition to the other retirement benefits payable to such Participant under this Plan. The Participant may elect the following forms of benefit:

(i) a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay, all as certified by the County, and calculated on the day before his retirement, such amount to be payable on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee; or

(ii) an additional annual pension benefit to be calculated and payable as described in paragraphs (d) and (e).

(d) To be eligible to receive the additional annual pension benefit described in paragraph (c)(ii), a Participant must have sufficient annual and sick leave balances to his credit to purchase the number of years of service which remain between the Participant's actual retirement date and the Participant's State Normal Retirement Date. Such service shall be purchased only with annual and sick leave balances to the credit of the Participant on the basis of one week (i.e., 40 hours) of leave will purchase one month of service; provided, however, that a Participant with both annual leave and sick leave balances may use sick leave hours under this paragraph (d) only to the extent that such Participant uses an equivalent number of annual leave hours under this paragraph (d) and, provided further, that if a Participant's leave balances subsequently fall below the February 22, 1992 level, actual leave balances at retirement shall be used. The purchase of service authorized in this paragraph shall be effective only for the purpose of qualifying for the benefit described in paragraph (c)(ii) and shall have no effect upon the Participant's State Normal Retirement Date, or the Participant's eligibility for or the amount of any benefit payable under the State Plans or any other benefit payable under this Plan. If and to the extent that annual and/or sick leave balances are applied to purchase service under this paragraph, such balances cannot be used for any other purpose under this Plan, including the calculation of the additional benefits described in Sections 3A.1, 3A.2 and 3A.4(g).

(e) The additional annual pension benefit payable to a Participant under paragraph (c)(ii) who purchases the necessary service as described in paragraph (d) shall equal the normal retirement benefit that will be payable to the Participant under the State Plan when the Participant reaches State Normal Retirement Date. Such additional annual pension benefit available under this Section 3A.4 shall be paid monthly beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee and will cease to be payable when the Participant attains State Normal Retirement Date. A Participant cannot elect to receive this benefit in the form of a Joint and Survivor Pension.

(f) In determining the amount of benefit payable to a Participant under this Section 3A.4 and a Participant's State Normal Retirement Date, the Retirement Administrator and the Trustees may require that the Participant provide any certifications by the State Plan regarding a Participant's State Normal Retirement Date and normal retirement benefit payable under the State Plan that the Retirement Administrator and the Trustees deem necessary or desirable.

(g) If a Participant has sick and annual leave balances remaining to his credit after he has purchased the service necessary to qualify for the additional retirement benefit described in Section 3A.4(c)(ii), such Participant shall be eligible for an additional retirement benefit in addition to the other retirement benefits payable to the Participant under this Plan. On and after the date on which any such Participant actually separates from service as an Employee, such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefit described in this Section 3A.4(g), except as otherwise expressly permitted by this Section 3A.4. This additional benefit shall be calculated, alternatively, at the Participant's election, as either:

(i) a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay, all as certified by the County, and calculated on the day before the Participant's retirement, such benefit to be payable on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee; or

(ii) an additional annual pension benefit, calculated by converting (A) 40 hours of annual leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, and (B) 40 hours of sick leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, in each case as certified by the County and calculated on the day before the Participant's retirement, based on accumulations through the pay period ending February 22, 1992; provided, however, that a Participant with both annual leave and sick leave balances may exchange sick leave hours under this paragraph (g)(ii) only to the extent that such Participant exchanges an equivalent number of annual leave hours under this paragraph (g)(ii) and, provided further, that if a Participant's leave balances subsequently fall below the February 22, 1992 level, actual leave balances at retirement shall be used. Such benefit shall be payable monthly for the life of the Participant, beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee.

(h) Notwithstanding the other provisions of this Section 3A.4, a Participant who has been involuntarily separated from employment with the County for disciplinary reasons or under a separation disability is not entitled to any benefits under this Section 3A.4.

(i) Notwithstanding any other provision of this Plan to the contrary, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the benefits described in this Section 3A.4.

(j) To the extent a Participant is entitled to any additional retirement benefits under this Section 3A.4 which would exceed the maximum benefit permitted under Section 13.1, this Section 3A.4 shall not be operative as to that part of the Participant's benefit which is based on annual and sick leave accumulations and is in excess of the limits of Section 13.1. Said Participant shall receive annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or any successor provision, with respect to such excess amounts, and this Section 3A.4 shall be of no effect as to that portion.

(k) Notwithstanding the other provisions of this Section 3A.4, if a Participant elects to retain or transfer all or any portion of annual and sick leave balances, pursuant to Section 16-221.2(a)(1) or (2) of the County Personnel Law or any successor provision, no credits shall exist under this Plan for the retained or transferred portion and, therefore, no credit or benefits shall be provided under this Section 3A.4 for the retained or transferred portion. However, a Participant may retain or transfer a portion of such balances under Section 16-

221.2(a)(1) or (2) of the County Personnel Law and apply the remaining portion under this Section 3A.4.

(l) The benefits payable under this Section 3A.4 shall be in addition to the benefits a Participant is entitled to receive pursuant to Section 3.2. The limitation on benefits described in Section 3.3 shall not apply to the additional benefits payable under this Section 3A.4.

(m) Notwithstanding any provision of this Plan to the contrary, any Participant who retires pursuant to this Section 3A.4 shall have the supplemental retirement benefit under Section 3 calculated as if the increases in accrual rate and maximum benefit described in Article 41 of the collective bargaining agreement dated October 8, 1991 were effective on March 1, 1992 rather than July 1, 1992.

(n) (i) Upon the death of a Participant receiving benefits described in paragraph (c)(ii), there shall be payable to the Beneficiary of the Participant a death benefit, calculated as described in paragraph (n)(ii), representing the hours of annual leave and sick leave the Participant had used to purchase the number of years of service remaining between the date of the Participant's death and the Participant's State Normal Retirement Date.

(ii) The death benefit shall be a lump sum benefit equal to (A) the number of annual leave hours used as described in paragraph (n)(i) multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the sick leave hours used as described in paragraph (n)(i) multiplied by the Participant's final base hourly rate of pay.

(iii) For purposes of determining the number of annual leave hours and sick leave hours used to purchase the years of service remaining between the date of the Participant's death and the Participant's State Normal Retirement Date, the Participant shall be deemed to have used annual leave hours and sick leave hours to purchase each such year of service, or fraction thereof, in each case in an amount equal to the total number of such annual leave or sick leave hours used to purchase years of service as described in paragraph (d), divided by the total number of years of service purchased under paragraph (d).

(iv) This death benefit shall be in addition to the death benefit, if any, a Beneficiary may be entitled to receive under Section 6.

[Added 4/10/92, effective 2/1/92]

#### Section 4 - Vesting

##### 4.1 Minimum Eligibility Service Requirements.

No Participant shall be entitled to any benefit under the Plan until he has (i) completed a minimum of five (5) years of Eligibility Service or (ii) has attained Normal

Retirement Date. This requirement does not apply to any Transferred Accrued Benefit. [Amended 4/10/92, effective 2/1/92; amended 10/27/93, effective 11/15/93]

#### 4.2 Vested Benefit.

(a) A Participant meeting the requirements of Section 4.1 shall be entitled to receive an annual benefit, payable in monthly installments, as determined pursuant to Section 3 and subject to the provisions of Section 5, and any additional benefits that the Participant is eligible to receive pursuant to Section 3A.

(b) Notwithstanding the foregoing, a Participant shall not be entitled to receive the benefit described in Section 3 if such Participant's separation from service with the County is the result of disciplinary action brought by the County against the Participant pursuant to Division 13 of Subtitle 16 of the Prince George's County Code. [Amended 4/10/92, effective 2/1/92]

#### 4.3 Transferability of Vested Benefits.

(a) A Covered Employee who separates from service and is vested in a benefit pursuant to Section 4.2 and becomes eligible to participate in any supplemental pension plan of County listed on Schedule A must transfer his or her vested accrued benefit under the Plan, plus any Transferred Accrued Benefit credited to the Covered Employee pursuant to Section 4.4, to such plan upon becoming a participant in such plan.

(b) The County must obtain an actuarial valuation of the contributions made pursuant to Section 7.2 allocable to the benefit transferred pursuant to subsection (a) and must transfer such amount and all contributions made by the transferring Covered Employee pursuant to Section 7.1, to the supplemental pension plan to which the Covered Employee transfers.

(c) Upon the transfer of the Covered Employee's vested accrued benefit and the County and employee contributions allocable thereto, the Covered Employee's right to any benefit under the Plan shall cease and the Plan may not thereafter pay any benefit to the Covered Employee.

#### 4.4 Credit of Transferred Accrued Benefit.

Any Participant who previously participated in any supplemental pension plan listed on Schedule A will be credited with his or her vested accrued benefit under such plan upon (i) becoming a Participant in the Plan, and (ii) the deposit in the Trust Fund of the County and employee contributions allocable to the Covered Employee's vested accrued benefit under such plan.

#### 4.5 Eligibility Service.

(a) All service which is both Actual Service and Continuous Service shall be Eligibility Service for purposes of the Plan as provided in subsection (b).

(b) If an Employee completes at least 1,040 hours of service that is both Actual Service and Continuous Service in any calendar year, the Employee shall be credited with

one (1) year of Eligibility Service. Except for the prorating of hours worked in the first and last years of service, if an Employee completes less than 1,040 hours of service which is both Actual Service and Continuous Service in any calendar year, the Employee will not receive credit for any Eligibility Service for that calendar year.

(c) Eligibility Service shall not include any period during which a Participant is on approved leave without pay, unless (i) such service is recognized as Creditable Service pursuant to Section 3.1(c) and (ii) the Participant meets the requirements of subsection (b) of this Section. For purposes of determining if the requirements of subsection (b) are met, the Participant will be deemed to have completed hours of service during the leave period equal to the number of months the Participant is on approved leave without pay multiplied by (A) one-hundred seventy-three (173) if the Participant is a Full-time Employee or (B) eighty-seven (87) if the Participant is a Part-time Employee.

[Added 10/27/93, effective 11/15/93]

#### 4.6 Transfer of Participants from General Schedule Supplemental Pension Plan.

Notwithstanding any other provision of the Plan to the contrary, the following provisions shall apply to any Covered Employee previously covered by the County's Salary Schedule J or U who became eligible to participate in the Plan as of July 1, 2005 and formerly participated in the Prince George's County Supplemental Pension Plan for General Schedule Employees (the "General Schedule Plan").

(a) The Covered Employee's Creditable Service (as defined in the General Schedule Plan) under the General Schedule Plan as of July 1, 2005 shall be credited under the Plan as Creditable Service for purposes of calculating the Covered Employee's accrued benefit hereunder, using an accrual rate equal to the greater of one percent (1%) of Average Annual Compensation or the applicable accrual rate under Section 3.1 of the Plan.

(b) The Covered Employee's Eligibility Service (as defined in the General Schedule Plan) under the General Schedule Plan as of July 1, 2005 shall be credited under the Plan as Eligibility Service for purposes of determining the Covered Employee's Normal Retirement Date and vested status hereunder.

(c) The Covered Employee's Actual Service and Continuous Service after July 1, 2005 shall be used to calculate Creditable Service for all purposes under the Plan, including the calculation of the Covered Employee's accrued benefit using the applicable accrual rate under Section 3.1 of the Plan.

(d) In no event shall (1) the total number of years of Creditable Service used to calculate the Covered Employee's aggregate accrued benefit hereunder exceed the applicable maximum years of service set forth in Section 3.1 or (2) the aggregate accrued benefit payable to a Covered Employee exceed the applicable maximum benefit set forth in Section 3.3.

(e) Employee and County contributions transferred from the General Schedule Plan shall be deposited in the Trust Fund.

[Added 4/18/07, effective 7/1/05]

## Section 5 - Payment of Benefits

### 5.1 Who May Receive Benefits.

Only a Participant or a Participant's Beneficiary may receive benefits under this Plan.

### 5.2 Normal Retirement.

The benefit accrued by a Participant under Section 3.1, and any Transferred Accrued Benefit, shall not be payable until the Participant's Normal Retirement Date. The benefits, if any, payable to a Participant pursuant to Section 3A shall be payable on the dates and in the manner described therein. [Amended 4/10/92, effective 2/1/92]

### 5.3 Application for Benefits.

Each Participant must apply to receive benefits under the Plan in the form required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

### 5.4 Commencement of Payment.

Benefit payments to a Participant normally will commence effective on the Participant's Normal Retirement Date. In no event will benefits begin later than the 60th day after the latest of the close of the Plan year in which --

- (A) occurs the date on which the Participant reaches his Normal Retirement Date,
- (B) occurs the 5th anniversary of the year in which the Participant commenced participation in the Plan, or
- (C) the Participant terminates service as an Employee.

Such commencement date shall be the later of the Participant's Normal Retirement Date or any date that is not more than one calendar year after the date on which the Participant submits an application for benefits.

### 5.5 Form of Benefit Payments.

Except for any lump sum benefits payable under Sections 3A.1 and 3A.3 and the lump sum and other benefits payable under Section 3A.4, benefits are payable monthly for the life of the Participant, unless the Participant elects to receive a Joint and Survivor Pension pursuant to Section 5.6. [Amended 4/10/92, effective 2/1/92]

### 5.6 Joint and Survivor Pension.

(a) At the time that the Participant makes an application for any benefit payable monthly from the Plan, except for the benefit payable pursuant to Section 3A.4, the Participant may elect to receive the benefit in the form of a Joint and Survivor Pension payable



to the Participant and the Participant's Eligible Spouse. A Joint and Survivor Pension elected under this subsection will provide a reduced benefit payable during the lifetime of the Participant; the Participant's spouse, if surviving after the Participant's death, will then receive a lifetime survivor's benefit equal to 50% of the reduced benefit that was payable to the Participant. The reduced amount payable to the Participant shall be determined so that the aggregate of the benefit amounts expected to be paid to the Participant and to the spouse is the actuarial equivalent determined pursuant to Section 13.5 of the benefit that would have been payable to the Participant if this election had not been made. An election to receive a Joint and Survivor Pension must be made at the time and in the form prescribed by the Retirement Administrator or the Trustees. "Eligible Spouse" means the person to whom the Participant is married on the date of the election described in this Section. [Amended 4/10/92, effective 2/1/92]

(b) If a Participant's Eligible Spouse dies after the Participant has elected a Joint and Survivor Pension under this Section, but before the date of commencement of benefits, the Participant may revoke such election by giving notice to the Retirement Administrator within 30 days of the death of the Eligible Spouse and the Participant will receive the benefit provided in Section 5.5.

(c) If a Participant's Eligible Spouse dies after a Participant begins receiving a Joint and Survivor Pension under this Section, no adjustment will be made in the benefit payable to the Participant under this Section.

(d) If a Participant is eligible to receive more than one benefit from this Plan to which the election described in this Section 5.6 applies, such election shall apply to all such benefits. [Added 4/10/92, effective 2/1/92]

## Section 6 - Death Benefits

### 6.1 Death of a Participant Before Commencement of Benefits.

Upon the death of a Participant who is not receiving benefits under Section 5.5, there shall be payable to the Beneficiary of the Participant an amount equal to the total contributions of the Participant to the Plan and any Transferred Employee Contributions, together with interest thereon at 5% per year compounded annually to the date of death. In the absence of the designation of a Beneficiary, or if the designated Beneficiary is not then living, payment shall be made to the estate of the Participant.

### 6.2 Death of a Participant After Commencement of Benefits.

Upon (a) the death of a Participant receiving benefits under Section 5.5, or (b) the death of an Eligible Spouse receiving benefits under Section 5.6, there shall be payable to the Beneficiary of the Participant an amount equal to the excess, if any, of (i) the total contributions of the Participant in the Plan and any Transferred Employee Contributions, together with interest thereon at 5% per year compounded annually to the earlier of the date of death or the date on which retirement benefits commenced over (ii) the total amount of benefits under the Plan, including any Transferred Accrued Benefit, received by (A) the Participant under Section 5.5 which are payable under Section 3.2 and Section 3A.3 of the Plan (without regard to any benefit

payable under Section 3A.3(e)), or (B) the Participant and the Participant's Eligible Spouse under Section 5.6 which are payable under Section 3.2 and Section 3A.3 of the Plan (without regard to any benefit payable under Section 3A.3(e)). In the absence of the designation of a Beneficiary, or if the designated Beneficiary is not then living, payment shall be made to the estate of the Participant. [Amended 4/10/92, effective 2/1/92]

### 6.3 Death During Qualified Military Service.

Notwithstanding any provision in the Plan to the contrary, effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(u) of the Code), the survivors of the Participant shall be entitled to any benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant resumed employment as a Covered Employee and then immediately terminated employment on account of death. [Added 12/31/2011, effective 1/1/07]

## Section 7 - Contributions

### 7.1 Employee Contributions.

(a) Each Participant must contribute to the Trust Fund, through regular payroll deduction, from and after the effective date of his or her participation in the Plan as determined pursuant to Section 2.3, such amounts as are actuarially determined to be required to provide fifty percent (50%) of the cost of providing benefits under Section 3.2 of the Plan. A Participant cannot make any additional voluntary contributions to the Plan. [Amended 4/10/92, effective 2/1/92]

(b) In addition to any other contributions required by the Plan, Part-time Covered Employees who elect to participate in the Plan pursuant to Section 2.2(h) must contribute to the Trust Fund, through regular payroll deduction or in a lump-sum, the contributions that such Covered Employee would have made from the later of (1) July 1, 1990 or (2) their employment date with the County to December 10, 1993. Such amounts must be contributed to the Trust Fund by December 10, 1994. Covered Employees who do not make these required contributions will not receive the prior service credit described in Section 2.4(a), but will receive service credit only from December 10, 1993. [Added 10/27/93, effective 11/15/93]

(c) Notwithstanding the foregoing provisions of this Section, no Participant will be required to make any contributions to the Plan relating to the cost of providing the increased benefit accrual amounts described in Section 3.1(c) of the Plan. [Added 2/28/02, effective 7/1/01]

### 7.2 Employer Contributions.

(a) The County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide fifty percent (50%) of the cost of providing benefits under Section 3.2 of the Plan. [Amended 4/10/92, effective 2/1/92]

(b) Notwithstanding the foregoing provisions of this Section, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide one hundred percent (100%) of the cost of providing the increase in the benefit accrual amounts described in Section 3.1(c) of the Plan. [Added 2/28/02, effective 7/1/01]

(c) Notwithstanding the foregoing provisions of this Section, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide one hundred percent (100%) of the cost of providing the increased benefit accrual amounts described in Section 3.1(d) of the Plan. [Added 4/18/07, effective 1/1/07]

### 7.3 Determining Contribution Amounts.

An actuarial valuation of the Plan must be obtained at intervals of not more than two years in order to determine the required contributions of the County and Participants.

### 7.4 Return of Contributions.

(a) A Participant who separates from service as an Employee on or before the Participant's Normal Retirement Date may elect to receive a lump-sum cash refund of his or her contributions to the Trust Fund under the Plan plus any Transferred Employee Contributions, with interest thereon at the rate of five percent (5%) per annum, compounded annually.

(b) An election to receive such a refund must be made at the time and in the manner prescribed by the Retirement Administrator or by the Trustees. Such election is irrevocable. Any such refund is in lieu of any benefits that the Participant or the Participant's Beneficiary could otherwise be entitled to receive under the Plan, including any Transferred Accrued Benefit.

(c) If a Participant elects a refund as provided in this Section and later becomes a Covered Employee and participates in the Plan, the Participant will not be permitted to purchase any prior years of service.

### 7.5 Transfer of Employee Contributions by Nonvested Participant.

(a) A Covered Employee who separates from service and is not vested in a benefit pursuant to Section 4.2 and becomes eligible to participate in any supplemental pension plan listed on Schedule A may elect to transfer the employee contributions to the Participant's credit in the Trust Fund to the trust fund of such plan upon becoming a participant in such plan.

(b) An election to transfer employee contributions must be made at the time and in the manner prescribed by the Retirement Administrator. Such election is irrevocable. Upon receipt of an election pursuant to paragraph (a) the Retirement Administrator must transfer the employee contributions to the Participant's credit in the Trust Fund to the trust fund of the plan to which the Participant transfers.

(c) Upon the transfer of employee contributions pursuant to this Section 7.5, the Participant's right to any benefit or other payment under the Plan shall cease and the Plan may not thereafter make any payment to the Participant.

[Added 5/31/91, effective 7/1/90]

7.6 Credit of Transferred Employee Contributions.

Any Participant who previously participated in any supplemental pension plan listed on Schedule A will be credited with the amount of employee contributions transferred from such plan, and such amount shall be treated as Transferred Employee Contributions for all purposes under the Plan, upon (i) becoming a Participant in the Plan and (ii) the deposit in the Trust Fund of the employee contributions transferred. [Added 5/13/91, effective 7/1/90]

7.7 Pickup Plan

(a) The County shall pick up, within the meaning of Section 414(h)(2) of the Code, the employee contributions required by Section 7.1 hereof.

(b) Such amounts:

(1) are designated as employee contributions to be picked up by the County within the meaning of Section 414(h)(2) of the Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

(2) shall reduce the compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

(c) Participants shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County.

(d) This pickup plan becomes effective for pay periods beginning on or after October 12, 1997. The County shall apply to the Internal Revenue Service for a private letter ruling or other approval with respect to the pickup plan, but neither the application nor the receipt of such a ruling or approval are prerequisites to the implementation of the pickup plan.

[Added 2/28/02, effective 10/9/97]

7.8 Election of Eligible Rollover Distribution.

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

(b) Definitions.

(i) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee under the Plan, except that an eligible rollover distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more;

(B) any distribution to the extent such distribution is required under Code section 401(a)(9);

(C) any amount that is distributed on account of financial hardship; or

(D) the portion of any distribution that is not includible in the distributee's gross income, other than a portion that consists of after-tax employee contributions, provided such portion is paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution or defined benefit plan described in Code section 401(a) or to an annuity contract described in Code section 403(b) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code section 408(a) or 408A(b), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), a qualified trust described in Code section 401(a), an annuity contract described in Code section 403(b) or an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

(iii) Distributee: A distributee includes (A) the Participant, (B) the Participant's surviving spouse, (C) the Participant's spouse or former spouse who is the alternate payee under a domestic relations order as defined in Section 11.3 of the Plan with respect to the interest of such spouse or former spouse, or (D) any surviving non-spouse Beneficiary of a deceased Participant, provided that, with respect to (D), the direct rollover is made to an individual retirement

account described in Code section 408(a) or 408A(b) or an individual retirement annuity described in Code section 408(b) established for the purpose of receiving the distribution on behalf of the non-spouse Beneficiary, and provided that distributions from such account or annuity will comply with Code section 401(a)(9)(B) (without regard to clause (iv) thereof).

(iv) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

[Amended 2/28/02, effective 1/1/93; amended 4/18/07, effective 1/1/07; amended 12/31/11, effective 1/1/08]

## Section 8 - Administration of the Plan

### 8.1 Trustees.

The Trustees shall have the administrative powers and duties with respect to the Plan provided in the Trust Agreement and all other powers and duties with respect to the Plan described herein.

### 8.2 Retirement Administrator.

The Plan shall be administered by a Retirement Administrator, who shall be appointed by the Trustees. Unless otherwise directed by the Trustees, no bond or other security shall be required of the Retirement Administrator.

### 8.3 Powers of Retirement Administrator.

The Retirement Administrator shall have those powers and duties that are delegated to the Retirement Administrator by the Trustees pursuant to the Trust Agreement; provided, however, that such powers and duties shall be subject to final approval and action by the Trustees. The Retirement Administrator shall report quarterly to the Board of Trustees all significant actions and decisions made by the Retirement Administrator pursuant to the delegation of such powers and duties.

### 8.4 Employment of Experts.

With prior approval by the Trustees, the Retirement Administrator may employ or engage an actuary to make an actuarial valuation of the liabilities under the Plan, to recommend the mortality and other tables and the interest rates to be used from time to time in actuarial and other computations for any purpose of the Plan, to recommend the amounts of contributions to be made by the County and to perform such other services as the Retirement Administrator shall deem necessary or desirable in connection with the administration of the Plan. With prior approval by the Trustees, the Retirement Administrator may also employ or engage such accountants, counsel, other experts and other persons deemed necessary or desirable in connection with the administration of the Plan.

#### 8.5 Limitation of Liability.

In administering the Plan, neither the Retirement Administrator, the Trustees, nor any person to whom may be properly delegated any power or duty in connection with administering the Plan, shall be liable for any action or failure to act, except for his or her own willful and intentional malfeasance or misfeasance. The Retirement Administrator and each person to whom may be properly delegated any duty or power in connection with administering the Plan shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by them or any of them in good faith in reliance upon, any table, valuation, certificate, opinion or report which shall be furnished to them or any of them by the Trustees or by an actuary, accountant, counsel, or other expert who shall be employed or engaged by the County or the Retirement Administrator.

#### 8.6 Expenses.

All expenses that arise in connection with the investment of the Trust Fund (including brokerage costs, Federal and State transfer taxes, shipping expenses and charges of correspondent banks) and any income or other taxes of any kind whatsoever which may be levied or assessed upon or in respect of the Trust Fund shall be paid by the Trustees out of the Trust Fund. Except as otherwise expressly provided in the Trust Agreement, all other expenses relative to the Trust Fund, including, but not limited to, the compensation of any actuary, accountant, counsel, or other expert or other person who shall be employed by the Retirement Administrator in connection with the administration thereof, shall be paid by the Trust Fund.

#### 8.7 Information from Participants.

In order to receive any benefits under the Plan, a Participant must furnish to the Retirement Administrator such information as may be requested for the purpose of the proper administration of the Plan. A Participant's failure to provide such information upon request may, in the discretion of the Trustees, furnish grounds for suspension or withholding of any benefits otherwise due to the Participant under the Plan.

#### 8.8 Incapacity of Recipient.

If for any reason the Retirement Administrator shall determine that it is not desirable, because of the incapacity of any person who is entitled to receive any payment under the Plan, to make such payment directly to such person, the Retirement Administrator may apply such payment for the benefit of such person in any way that the Retirement Administrator shall deem advisable, or the Retirement Administrator may make such payment to any third person, who, in the judgment of the Retirement Administrator, will apply such payment for the benefit of the person entitled thereto. Having made payment as provided in this Section, the Retirement Administrator shall be discharged from any further liability for such payment. Alternatively, the Retirement Administrator may withhold the payment of any amount that is payable under the Plan to a person under legal disability until a representative of such person competent to receive such payment on his behalf shall have been appointed pursuant to law.

8.9 Settlement of Small Pensions.

Anything in the Plan to the contrary notwithstanding, if monthly payments that are payable to any Participant or any Eligible Spouse under the Plan shall be less than \$25.00, then, if the Retirement Administrator shall so direct, the aggregate of the amounts which are payable to him in any year shall be paid in quarterly, semi-annual or annual payments, or, with the payee's approval, the actuarial value of the amounts that are payable to him shall be paid in one sum or in payments over a specified period of time.

8.10 Interpretations and Regulations are Binding on Participants and Beneficiaries.

The Retirement Administrator, subject to the approval of the Trustees, has the final authority to interpret this Plan Document and to adopt such rules and regulations as in their opinion are necessary or advisable to implement and administer the Plan. Such interpretations and rules or regulations, once adopted, are binding upon all Participants and Beneficiaries and upon any other persons claiming an interest under the Plan.

8.11 Court Action at Discretion of Trustees.

The Trustees, if they desire, may require any fact or other question to be adjudicated in court before taking action.

Section 9 - The Trust Fund

9.1 Trust Fund Assets.

The Trust Fund shall be held and disbursed by the Trustees in trust in accordance with the provisions of the Trust Agreement for use in accordance with the provisions of this Plan and of the Trust Agreement. No person shall have an interest in or rights to the Trust Fund or any part thereof, except as expressly provided under the Plan, and then only to the extent of the amounts payable to such person under the Plan.

9.2 Reversion to County.

No part of the assets of the Trust Fund shall, by reason of any modification, amendment, termination, or otherwise, revert to or inure to the benefit of the County prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, nor shall any part of the Trust Fund assets otherwise be used for or diverted to purposes other than for the exclusive benefit of Participants, or their designated Beneficiaries. After the satisfaction of all such liabilities, any excess remaining as the result of actuarial errors in the funding required shall revert to the County.

9.3 Removal of Trustees.

Removal or replacement of the Trustees shall be accomplished in the manner provided for in the Trust Agreement.



9.4 Authority of Trustees.

The Trustees shall at any time have such powers to hold, invest, reinvest, control and disburse the Trust Fund as shall at that time be set forth in the Trust Agreement.

9.5 Trustee's Participation.

A Trustee may be a Participant in the Plan, and such participation will not result in any limitation of powers or other disqualification to act in the capacity of Trustee.

Section 10 - Reservations and Limitations of Rights

10.1 No Contractual Obligation.

Neither the County, the Retirement Administrator, nor the Trustees assume as a contractual obligation the continuation of this Plan or the payment of contributions thereunder. Each Participant, Beneficiary or other person who shall claim the right to any payment or benefit under the Plan, shall be entitled to look only to the Trust Fund for any such payment or benefit and shall not have any right, claim or demand therefor against the County, the Retirement Administrator, or the Trustees.

10.2 No Contract for Employment.

The Plan shall not be deemed to constitute a contract between the County and any Participant or to be a consideration for or an inducement for the employment of any Participant by the County. Nothing contained in the Plan shall be deemed to give any Participant the right to be retained in the service of the County or to interfere with the right of the County to discharge any Participant at any time without regard to the effect which such discharge shall have upon his rights, if any, under the Plan.

10.3 Exceptions.

All of the provisions of Section 10 limiting the obligations of the County under the Plan or the rights of Participants in the Plan shall not be effective to the extent otherwise provided by the terms of any contract to which the County is a party, including any agreement between the County and any collective bargaining unit representing any of the Employees of the County, as such agreement shall be in effect from time to time.

Section 11 - Non-Alienation of Benefits

11.1 No Alienation or Anticipation of Benefits.

Benefits which are payable under the Plan shall not be subject in any manner to anticipation or alienation. Any attempt to anticipate or alienate any benefit payable under the Plan shall be void. Except for the withholding of federal income tax to the extent required by law, benefits shall not in any manner be subject to the debts, contracts, liabilities or torts of the person who shall be entitled to such benefit, nor shall they be subject to attachment or legal process for or against such person.

## 11.2 Consequences of Attempted Alienation.

If any person entitled to any benefit under this Plan becomes bankrupt or attempts to anticipate or alienate such benefit, or if any person attempts to attach, garnish, execute or otherwise encumber a benefit payable under this Plan to any Participant or any other person entitled thereto, the Retirement Administrator, in his sole discretion, may terminate the interest in such benefit of any Participant or any other person. In that event, the Retirement Administrator shall cause such benefit, or any part thereof, to be held or applied for the benefit of a Participant or other person or his spouse, children or other relatives or dependents, or all or any of them, in such manner as the Retirement Administrator shall determine, and any such application shall be a complete discharge of all liability with respect to such benefit.

## 11.3 Treatment of Domestic Relations Orders.

(a) The prohibitions contained in the preceding paragraphs of this Section 11 shall not apply to payments or transfers made pursuant to a Domestic Relations Order which complies with the provisions of this Section.

(b) The Plan will comply with a Domestic Relations Order, provided it meets the following conditions:

(i) The Domestic Relations Order must be a judgment, decree, or order made pursuant to a state domestic relations law;

(ii) The Domestic Relations Order must relate to the payment of a marital property award to a spouse or former spouse of a Participant (an "Alternate Payee");

(iii) The Domestic Relations Order, as described in paragraphs (1) and (2) above, must create or recognize an Alternate Payee as an owner or a co-owner of an interest of a Participant under the Plan, must specifically identify each interest that is subject to such order and must specifically order the direct transfer of each such interest to such Alternate Payee.

(iv) No Domestic Relations Order shall require the Plan (A) to provide any type or form of benefit not otherwise provided by the Plan; nor (B) to provide any increased benefits; nor (C) to pay benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another previously applicable Domestic Relations Order.

(v) The Plan shall establish procedures to determine whether a Domestic Relations Order is qualified and to administer distributions under such Domestic Relations Order.

(vi) Any benefits payable or interest transferred under this Section 11.3 pursuant to a Domestic Relations Order shall be computed before determining the benefit payable under any other Section of the Plan, and shall reduce the amount payable under the Plan.

[Added 2/28/02, effective 1/1/97]

## Section 12 - Amendment and Termination

### 12.1 Amendment.

(a) General Rule. Either the County or the Trustees may at any time modify or amend the Plan in whole or in part, except to the extent otherwise provided by any contract to which the County is a party, including any agreement between the County and any collective bargaining unit representing any of the Employees of the County, as such agreement shall be in effect from time to time; provided however, that any modification or amendment of the Plan shall not affect, unless expressly set forth in the amendment or modification, or adversely affect in any case, any rights or benefits under the Plan existing at the date of such modification or amendment in respect of any Participant who shall have retired, been retired or otherwise ceased to be in the employ of the County prior to said date, or adversely affect any accrued benefits under the Plan existing at said date in respect of any Participant who at said date shall be in the employ of the County.

(b) Exception. Anything in subsection (a) to the contrary notwithstanding, either the County or the Trustees may make, on a retroactive basis if necessary, any and all modifications and amendments of the Plan which shall be necessary and appropriate in order to qualify this Plan and the Trust Agreement, or to keep the Plan and the Trust Agreement qualified, under the Code or any amendment of the Code.

### 12.2 Termination.

#### (a) Priorities

Upon termination of the Plan, or upon complete discontinuance of County contributions, the rights of all Participants to benefits accrued to the date of said termination or discontinuance (the "Termination Date"), to the extent funded, shall be nonforfeitable, and the assets of the Trust Fund shall be allocated as follows, after payment of all proper expenses:

(i) First, to provide the benefits called for by the Plan for each Participant or Beneficiary, to whom payments are being made at the Termination Date.

(ii) Second, if any assets remain after completion of the allocation provided for in subsection (a)(1), to provide the retirement benefits called for by the Plan for (A) each Participant who has reached his Normal Retirement Date on the Termination Date, but who has not begun to receive his benefits as of such date and (B) each Participant who has a vested right to receive benefits pursuant to Section 4.2 as of Termination Date.

(iii) Third, if any assets remain after completion of the allocation provided for in subsection (a)(ii), to provide retirement benefits for each of the remaining Participants.

(b) Method of Allocation of Assets

Assets shall be allocated on the basis of the actuarial reserve required at the Termination Date to provide the particular benefit in question. If the assets are insufficient to provide the actuarial reserves required to provide the benefits for all persons in any of the foregoing classes, the assets shall be allocated among the persons in the class in proportion to the ratio which the actuarial reserve for each person in that class at the Termination Date bears to the total of the actuarial reserves for all persons in that class at the Termination Date.

(c) Subject to approval by the Trustees, the respective amounts to be allocated in accordance with the provisions of this Section 12 shall be determined by the Retirement Administrator as of the Termination Date, and the allocation shall be accomplished through (i) the distribution of cash in a lump sum or in payments over such period as may be determined by the Retirement Administrator, (ii) the purchase of annuity contracts, or (iii) the continuance of the Trust Fund or the establishment of one or more new trust funds, or a combination thereof, as shall be determined by the Retirement Administrator.

Section 13 - Miscellaneous Provisions

13.1 Maximum Benefits.

(a) Notwithstanding anything in the Plan to the contrary, the annual retirement benefit provided to a Participant under this Plan and under all other defined benefit plans maintained by the County, the Employees' Retirement System of the State of Maryland, and the Pension System for Employees of the State of Maryland, and any successor plans (collectively, the "Aggregated Plans"), shall not exceed the actuarial equivalent of an annual benefit equal to \$160,000, payable in the form of a straight life annuity (with no ancillary benefits) under a plan to which no employee contributions or rollover contributions are made. The \$160,000 amount referred to in the first sentence of this subsection shall be adjusted, effective January 1 of each year, under Code section 415(d) in such manner as the Secretary shall prescribe, such adjusted amount to be referred to for purposes of this section as the "Adjusted Limitation Amount." If the annual retirement benefit under the Plan and the Aggregated Plans is payable in any form other than the straight life annuity described in the first sentence of this subsection, or if employee or rollover contributions are made to the Plan or the Aggregated Plans, then the benefit shall be adjusted so that it is the actuarial equivalent of the straight life annuity described in the first sentence of this subsection, calculated using the Applicable Interest Rate and the Applicable Mortality Table. For purposes of this section, the Applicable Mortality Table is the table prescribed by the Commissioner of the Internal Revenue Service under Code section 415(b)(2)(E)(v) from time to time. For purposes of this section, the Applicable Interest Rate shall not be less than the greater of 5 percent or the rate specified Section 13.5 of the Plan.

(b) The Adjusted Limitation Amount shall not apply where the total projected benefits payable to a Participant under this Plan and the Aggregated Plans do not exceed \$10,000 and the Participant has not at any time participated in a defined contribution plan maintained by the County or the State of Maryland.

(c) Other than with respect to any survivor or disability benefits payable under the Plan, if the Participant has fewer than 10 years of participation in the Plan, the

Adjusted Limitation Amount shall be multiplied by a fraction, the numerator of which is the number of years of participation (or part thereof) in the Plan and the denominator of which is 10. This subsection (c) shall also apply with respect to the \$10,000 limitation described in subsection (b), except that “10 years of service with the County or the State of Maryland or any other political subdivision thereof” shall be substituted in place of “10 years of participation in the Plan” for this purpose. However, in no event will this subsection (c) serve to reduce the limitations referred to in subsections (a) or (b) to an amount less than 1/10 of such limitation (determined without regard to this subsection (c)). To the extent required by applicable Treasury regulations, the limitation imposed by this subsection (c) shall be applied separately with respect to each change in the Plan’s benefit structure.

(d) Other than with respect to (i) any survivor or disability benefits payable under the Plan or (ii) any benefits under the Plan payable to a “qualified participant” (defined below), if the benefit of a Participant begins prior to age 62, the Adjusted Limitation Amount applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Adjusted Limitation Amount to the Participant at age 62. The Adjusted Limitation Amount applicable at an age prior to age 62 is determined as the actuarial equivalent (at such age) of the Adjusted Limitation Amount computed using the Applicable Interest Rate and the Applicable Mortality Table. For purposes of this subsection, a “qualified participant” is a Participant with at least 15 years of service taken into account under the Plan as either a full-time police or fire department employee or as a member of the Armed Forces of the United States, as defined in accordance with Section 415(b)(2)(H) of the Code.

(e) If the benefit of a Participant begins after the Participant attains age 65, the Adjusted Limitation Amount applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is the actuarial equivalent of the Adjusted Limitation Amount applicable to the Participant at age 65. The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the actuarial equivalent (at such age) of the Adjusted Limitation Amount computed using the Applicable Mortality Table and an interest rate not greater than the lesser of 5 percent or the rate specified Section 13.5 of the Plan.

(f) If the County elected on or before the first Plan Year beginning after December 31, 1989 to have the special rule in Code section 415(b)(10) apply and did not revoke such election, then, with respect to each Participant who first became a Participant in the Plan before January 1, 1990, the Adjusted Limitation Amount shall not be less than the accrued benefit of the Participant under the Plan (determined without regard to any amendment of the Plan made after October 14, 1987).

(g) Any contributions by a Participant to purchase “permissive service credit” within the meaning of Code section 415(n)(3)) shall be deemed to comply with the requirements of Code section 415(n) only if the requirements of this Section 13.1 of the Plan are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of this section.

(h) This Section 13.1 of the Plan is intended to be applied and interpreted in accordance with the requirements of Section 415(b) of the Code and all Treasury regulations and

other generally applicable guidance issued thereunder. The provisions of Code section 415(b) and the regulations thereunder, as they in each case may be amended or superseded from time to time, are hereby incorporated by reference and shall control to the extent necessary over any inconsistent provision of this Section 13.1.

[Amended 12/16/08, effective 1/1/08]

### 13.2 Forfeitures.

Forfeitures, if any, under this Plan must not be applied to increase the benefits any Employee would otherwise receive under the Plan. A Participant's right to his normal retirement benefit is nonforfeitable on attainment of his Normal Retirement Date.

### 13.3 Restriction on Distributions.

No benefits shall be distributed under this Plan before a Participant's Normal Retirement Date, termination of service, death or disability.

### 13.4 Required Distributions.

(a) **General Rules.** All required distributions under the Plan will be determined and made in accordance with a reasonable, good faith interpretation of Code section 401(a)(9), as provided in regulations issued from time to time by the Secretary of Treasury pursuant to Section 823 of the Pension Protection Act of 2006. Unless otherwise provided in such regulations, distributions under the Plan made in accordance with subsections (b) through (f) below will be deemed to be made in accordance with a reasonable, good faith interpretation of Code section 401(a)(9).

#### (b) **Time and Manner of Distribution.**

(i) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(ii) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole Beneficiary, distributions to the Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b)(ii) and subsection (e) below, unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (c), (d), and (e) below. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury regulations issued thereunder.

(c) Determination of Amount to be Distributed Each Year.

(i) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsections (d) or (e) below;

(C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(D) payments will either be non-increasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) below dies or is no longer the Participant's Beneficiary pursuant to a domestic relations order within the meaning of Section 11.3 of the Plan;

(3) to provide cash refunds of employee contributions upon the Participant's death; or

(4) to pay increased benefits that result from a Plan amendment.

(ii) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsections (b)(ii)(A) or (B) above) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(iii) Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements for Annuity Distributions that Commence During Participant's Lifetime.

(i) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such



period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(ii) Unless the Participant's spouse is the sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(i) If the Participant dies before the date distribution of his or her interest begins and there is a Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsections (b)(ii)(A) or (B) above, over the life of the Beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) If the Participant dies before the date distributions begin and there is no Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this subsection (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(ii)(A) above.

(f) Definitions. In this Section, the following terms have the meanings set forth below.

(i) Beneficiary means the individual who is designated as the beneficiary under Section 1.3 of the Plan and is the designated beneficiary under Code section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.

(ii) Distribution Calendar Year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to subsection (b)(ii) above.

(iii) Life Expectancy means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Required Beginning Date means the April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½; or (ii) the calendar year in which the Participant retires.

[Amended 4/18/07, effective 1/1/07]

### 13.5 Actuarial Equivalent.

Actuarial Equivalent means a benefit provided in the Plan that is determined by the actuary for the Plan to be the equivalent of some other benefit provided in the Plan, based on the interest rate and the mortality and other tables and assumptions adopted for such purposes by the Retirement Administrator and described below. No amendment to the factors described below shall cause a Participant's accrued benefit to be decreased below the value of his accrued benefit as calculated on the date immediately preceding such amendment.

The interest rate is 8%. The mortality table is the 1983 Group Annuity Mortality table, sex distinct, three year set-forward for females. [Amended 12/17/90, effective 7/1/90; amended 4/18/07, effective 1/1/2004]

### 13.6 Restrictions on Benefits Payable to Highly Compensated Participants.

This Section sets forth limitations required by the Code on the pension benefits payable to certain Participants. It shall apply to a Participant only if his or her anticipated annual pension exceeds \$1,500 and the Participant was among the twenty-five highest-paid employees of the County, as hereafter defined, on July 1, 1990, or in the case of an amendment of the Plan, on the effective date of the amendment. For purposes of this Section “twenty-five highest-paid employees” shall mean the persons who were employed by the County in any capacity on July 1, 1990, or in the case of an amendment to the Plan, on the effective date of the amendment, and who were the twenty-five highest-paid employees of the County as of that date, including any employees who are not Participants at that time but who may later become Participants. The limitations set forth in this Section shall become applicable if:

- (a) the Plan is terminated before July 1, 2000,
- (b) the pension of one of the twenty-five highest-paid employees becomes payable within such 10-year period, or
- (c) the benefits of one of the twenty-five highest-paid employees becomes payable after the Plan has been in effect for 10 years, and the full current costs of the Plan for the first 10 years have not been funded.

If subsection (b) above is applicable, the restrictions shall remain in effect until the expiration of the 10-year period.

If a Participant is subject to the provisions of this Section, the annual pension payable to such Participant shall not exceed the pension which can be provided from the greatest of the following:

- (i) \$20,000, or
- (ii) an amount computed by multiplying the greater of the number of years (A) for which the current costs of the Plan have been met after July 1, 1990, (B) in the case of the termination, between July 1, 1990 and the date the Plan is terminated, and (C) between July 1, 1990 and the date benefits become payable, by 20% of the first \$50,000 of the Participant’s Average Annual Compensation during the Participant’s last 5 years of employment.

The limitations described above may be exceeded for the purpose of making current benefit payments to retired Participants who would otherwise be subject to such restrictions, provided that (1) the contributions which may be used for any such retired Participant in accordance with the restrictions heretofore indicated are applied to provide either a level amount of pension in the basic form of benefit provided for under the Plan for such Participant, or a level amount of pension in an optional form of benefit not greater in amount than the level amount of pension under the basic form of benefit, and (2) the pension thus

provided is supplemented by monthly payments to the extent necessary to provide the full pension in the basic form called for by the Plan, and (3) such supplemental payments are made if the full current costs of the Plan have been met or if the aggregate of such supplemental payments for all such retired Participants does not exceed the aggregate County contributions already made under the Plan in the year then current.

If the Plan is amended to increase the benefit payable in the event of the termination of the Plan, or the discontinuance of contributions thereunder, the provisions of the above paragraphs shall be applied to the Plan as so changed as if it were a new plan established on the date of the amendment. The original group of twenty-five employees (as described in the first paragraph of this subsection) will continue to have the limitations described above apply as if the Plan had not been amended. The restrictions relating to the amendment of the plan should apply to benefits or funds for each of the twenty-five highest-paid employees on the effective date of the amendment except that such restrictions need not apply with respect to any Participant in this group for whom the normal annual pension or annuity provided by County contributions prior to that date and during the ensuing ten years, based on the Participant's rate of compensation on that date, could not exceed \$1,500.

The County contributions which may be used for the benefit of the new group of twenty-five employees will be limited to the greater of:

- (a) The County contributions (or funds attributable thereto) which would have been applied to provide the benefits for the Participant if the Plan had been continued without change,
- (b) \$20,000, or
- (c) The sum of (i) the County contributions (or funds attributable thereto) which would have been applied to provide benefits for the Participant under the Plan if it had been terminated the day before the effective date of the amendment, and (ii) an amount computed by multiplying the number of years for which the current costs of the Plan after that date are met by (A) 20% of the Participant's Average Annual Compensation during the Participant's last five years of employment, or (B) \$10,000, whichever is smaller.

The limitations in this Section shall automatically become inoperative and of no effect upon a ruling by the Internal Revenue Service that they are not required.

### 13.7 Gender and Number.

Except when otherwise clearly indicated by the context, words in the masculine form shall be deemed to refer to females as well as males, and words in the singular form shall also be deemed to refer to the plural.

13.8 Separability.

Each provision hereof shall be independent of each other provision hereof and if any provision of this Plan proves to be, or is held by any court, or tribunal, board or authority of competent jurisdiction to be, void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and no part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the other provisions or terms hereof.

13.9 Heirs, Assigns and Personal Representatives.

This Plan shall be binding upon the executors, administrators, personal representatives, heirs, successors and assigns of the parties, including each Participant and Beneficiary, present and future.

13.10 Headings and Captions.

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

13.11 Controlling Law.

This Plan shall be construed and enforced according to the laws of the State of Maryland to the extent not preempted by federal law, which shall otherwise control.

13.12 Title to Assets.

No Participant or Beneficiary shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Participant or out of the assets of the Trust Fund. All payments of benefits as provided for in this Plan shall be made from the assets of the Trust Fund, and neither the County nor any other person shall be liable therefor in any manner.

13.13 Counterparts.

This instrument is executed in four counterparts, each of which constitutes an original.

13.14 Internal Revenue Code Requirements.

The Plan intends to satisfy certain requirements of Code Section 401(a) by meeting the requirements of Code Section 414(h). [Added 9/1/12, effective 9/1/12]

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IN WITNESS WHEREOF, as evidence of the adoption of this Amended and Restated Plan, the County has caused the same to be executed by its duly authorized officers and its seal to be affixed hereto as of the 31st day of December, 2015.

ATTEST:

PRINCE GEORGE'S COUNTY,  
MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_  
County Executive

[SEAL]

## SCHEDULE A

### Prince George's County Plans

#### Pension Plans

1. Prince George's County Police Pension Plan.
2. Prince George's County Fire Service Pension Plan.
3. Prince George's County Pension Plan for Employees Represented by The Prince George's Correctional Officers' Association, Inc.
4. Prince George's County Deputy Sheriff's Pension Plan.

#### Supplemental Pension Plans

1. Prince George's County Supplemental Pension Plan for Employees Represented by The American Federation of State, County and Municipal Employees, Local 241.
2. Prince George's County Supplemental Pension Plan for General Schedule Employees. [Added 12/17/90, effective 12/30/90]
3. Prince George's County Supplemental Pension Plan for Employees Represented by The International Association of Fire Fighters, Local 1619. [Added 5/13/91, effective 7/1/91]
4. Prince George's County Supplemental Pension Plan for Employees Represented by the Police Civilian Employees Association. [Added 6/3/92, effective 7/1/92]

[Amended 2/28/02, effective 7/1/96]

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