

CITY OF KNOXVILLE EMPLOYEES' PENSION SYSTEM

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WELCOME TO THE PLAN

As an eligible employee of Division C (Police and Fire uniformed body employees hired January 2, 1971 through December 31, 2012; or Plan A uniformed employees who transferred on January 2, 1971 to Plan C) of the City of Knoxville (the City), you are a participant in the Division C City of Knoxville Pension Plan (the Plan), a Division of the City of Knoxville Employees' Pension System.

The Plan was established to provide you with a level of financial security at your retirement - one of the most important long-range goals for you and your family. The Plan is a defined benefit pension plan, which means that it uses a formula to determine the monthly benefit you will receive at retirement. Your benefit is calculated using your highest income and the number of years that you were employed by the City.

This booklet describes the main features of the Plan. Please take the time to read this information so that you and your family will know what benefits the Plan provides and how your benefits are determined. If you have any questions after reading the booklet or if you would like to discuss the details further, members of the Pension Board Office staff will be glad to help you.

This is only a summary of your pension benefits. The City Charter, together with the Supplemental Plan Provisions (SPPs) adopted by City Council, determines and governs your rights under the Plan. If there are any inconsistencies or conflicts between the plan provisions in the Charter and SPPs and the information in this booklet, the Charter and SPPs will prevail. You may obtain a copy of the relevant Charter provisions by referring to Article XIII, Section 1390 of the Charter of the City of Knoxville, Tennessee.

The Charter is available on the Internet by going to: <http://www.ci.knoxville.tn.us/> and clicking on *City Hall*, then clicking on *Ordinances and Charter*. You may also request a copy of the Charter provisions and the SPPs by writing to:

The City of Knoxville Pension Board
917B East Fifth Avenue
Knoxville, TN 37917-7737

Or you may call this office during regular business hours at (865) 215-1444.

ELIGIBILITY AND PARTICIPATION

If the City hired you as a policeman or fireman between January 2, 1971, the effective date of Division C, and December 31, 2012, the date of closure to new participants in the Plan, you are a participant in the Plan as a condition of your employment. If you were hired before January 2, 1971, as a policeman or fireman, you were given the option to transfer to Division C. If you are in the division of the City that includes meter maids, park police, airport police and firemen, crossing guards or auxiliary police, you are not eligible to participate in this Plan.

EMPLOYEE CONTRIBUTIONS

As a participant of this Plan, you contribute 6% of your monthly wages to the Plan through automatic payroll deduction. These payroll deductions are taken before taxes are withheld (also known as pretax deductions). A participant with more than 30 years of service does not contribute to the Plan.

If you made contributions to this Plan before July 1, 1986, your contributions were after-tax rather than pretax. This means that a portion of your benefit will be non-taxable.

EMPLOYER CONTRIBUTIONS

The City of Knoxville makes contributions to the Plan based on the annual actuarial valuation. This valuation is performed by an independent third party. The purpose of the valuation is to determine the City's required contributions to properly fund the Plan. The actuarial valuation takes into consideration the amounts currently being paid to retirees, beneficiaries and disabled members, the number of employees approaching retirement, performance of the Plan's investments, as well as other factors.

BENEFICIARY

As a participant in this Plan, it is important that you elect a beneficiary to receive your benefits in the event of your death. If no beneficiary is elected, your benefits will be paid as explained in the Section titled "Payment of Benefits after Your Death" on page 6. If you have not named a beneficiary or would like to change your beneficiary, contact the Pension Board.

YOUR RETIREMENT BENEFIT

Your benefit at retirement is calculated using your years of service and your average compensation.

Years of Service. Your years of credited service are your total completed years and months of employment with the City of Knoxville while you are a contributing member to the Pension System. At the time you end your employment with the City, you may elect to convert unused sick leave into additional years of service for benefit calculation purposes. You will receive one month of service for every 20 days of unused sick leave that you convert. The maximum number of years of service that may be used to calculate your retirement benefit is 30.

Compensation. Your compensation is the total amount you are paid for services to the City, excluding overtime payments.

Average compensation. Your average compensation is calculated by taking the average of your highest compensation during any two 12-month periods, whether these periods are consecutive or not.

Normal Retirement

You may retire from Division C and receive full benefits after you have 25 years of service and have reached age 50.

Calculating your Normal Retirement benefit

To calculate your annual normal retirement benefit payable for your lifetime, multiply your average compensation by 2.5%. Then multiply this amount by your years of service. To find out the amount of your monthly benefit, divide your annual benefit amount by 12.

For example:

Joe was a policeman with the City for 27 years. His two highest salaries over two 12-month periods were \$38,000 and \$40,000, making his average compensation \$39,000.

His retirement benefit is calculated as follows:

$$\$39,000 \times 0.025 = \$975$$

His annual retirement benefit is:

$$\$975 \times 27 \text{ years} = \$26,325$$

The monthly benefit for his lifetime is:

$$\$26,325 / 12 \text{ months} = \$2,193.75$$

FORMS OF BENEFIT PAYMENT

The Plan allows you to choose how you would like your retirement benefit payments to be paid to you and/or your beneficiary. For instance, if you would like your spouse to continue receiving your retirement benefit after you die, you must elect the appropriate payment option to do so. Your payment option may be elected or changed at any time prior to your retirement. Your monthly retirement benefit will be

adjusted appropriately based on the option you elect. The total actuarial value of your benefit paid from the Plan remains the same, regardless of the option you elect.

The forms of benefit payment available to you upon retirement are as follows:

Normal Form

The amount of the normal form of payment is the monthly benefit amount as described in the section titled "Calculating your Normal Retirement benefit" on this page. This benefit will be paid until the time of your death. If you are married, your spouse will continue to receive 50% of this benefit after you die. You may elect one of the following payment options. If you do not elect one of the payment options listed below, your benefits will be paid in the normal form.

Option A - Joint and Survivor Annuity

This payment option continues monthly benefit payments to your spouse after you die. You may elect to have 50%, 75% or 100% of your benefit payment paid to your spouse for his or her lifetime.

Under this Option A, you may also elect a modified Joint and Survivor option, commonly referred to as the "pop up" election. The optional pop up election is the same as the regular joint and survivor benefit except that if your spouse dies before you, your benefit is reinstated or "pops up" to the amount of the normal form (as if no option had been elected).

For example:

Tom's normal form of benefit is \$2,000 per month, and he retires with a 100% Joint and Survivor monthly benefit of \$1,800. If he elects a 100% pop up option, his lifetime monthly benefit will be reduced to \$1,770. If he dies before his spouse, this benefit will continue for his spouse's lifetime.

If Tom's spouse dies first, the monthly benefit payable for Tom's lifetime will be reinstated or "pop up" to the original \$2,000 per month normal form the month immediately following his spouse's death.

Option B - Life Annuity with Guaranteed Payments

This payment option provides for a guaranteed period of monthly benefit payments. You may choose to "guarantee" payments for 60, 120 or 180 months after you retire. Your benefit is a lifetime benefit. If you live beyond the guaranteed period, your benefit will continue until your death. If you die during the guaranteed period, your beneficiary(ies) will receive monthly payments until the end of the guaranteed period.

Option C - Cash Refund Annuity

This form of benefit payment provides a monthly benefit until the time of your death. After your death, if the sum of the payments made to you before your death is less than the total actuarial value of your benefit at the time you retired, your beneficiary(ies) will receive the difference as a lump sum payment.

For example:

Ed retired with a benefit of \$1,000 per month that was worth \$100,000 (total actuarial value of his benefit). He died after receiving 60 monthly payments (\$60,000). Ed's beneficiary received a lump sum payment of \$40,000.

Delayed Retirement Option (DROP)

If you are eligible for normal retirement under the Plan, you may elect to participate in the DROP. Under this program, your retirement benefit is calculated at the start of the DROP period, and you may continue your employment for up to 24 months. You do not contribute to the pension system during the DROP. At the end of the DROP, you will receive a lump sum payment for the benefit you accumulated while in the

DROP, and the monthly retirement benefit that was determined at the beginning of your DROP participation will begin. The DROP may be elected with any of the above payment options.

For example:

Susan is eligible to retire at age 55 with a \$1,000 per month benefit. Instead, she elects a one-year Delayed Retirement Option. Her benefit is calculated at age 55, but she will continue to work until 56 and then retire. When Susan retires, she will receive a lump sum payment of \$12,000 (for the delayed 12 monthly payments) plus begin receiving an annuity of \$1,000 per month, plus any applicable cost of living increases.

TERMINATION OF EMPLOYMENT

Termination of Employment before Vesting

If you end your employment with the City before you are vested – that is, before you have completed five years of credited service – you may elect one of the following options:

1. You may request a refund of your plan contributions with simple interest. You will forfeit the right to credit for prior service if you are reemployed within six years of termination (see "Reinstatement of Benefits" on page 5); or
2. You may leave your contributions in the plan for up to six years and receive credit for prior service if you are rehired before the end of the six year period. If you are not rehired before the end of the six-year period, your plan contributions plus simple interest must be refunded to you at the end of the six-year period. You cannot reinstate your prior employment upon reemployment after a six-year "break in service."

Termination of Employment after Vesting but before Normal Retirement

If you are vested at the time you terminate, you may choose one of the following options:

1. You may receive a refund of your plan contributions with simple interest. If the City rehires you, you can reinstate your benefits in the Plan by repaying the amount of your refund plus interest (see "Reinstatement of Benefits" on page 5); or
2. You may leave your contributions in the fund and defer your retirement benefit payment until your normal retirement date (see "Normal Retirement" on page 3). Your benefit will be calculated as 50% of your average compensation multiplied by the ratio of your actual years of service divided by the total number of years you would have completed if you had remained employed until retirement.

For example:

Bob was hired at age 20, and terminated employment at age 44. His deferred retirement benefit payment is:

$$\begin{aligned} &50\% \times \$39,000 \text{ (average compensation)} \times \\ &24 \text{ (actual years of service)} / \\ &30 \text{ (projected years of service at normal retirement} \\ &\text{date, age 50)} = \\ &\$15,600 \text{ per year payable beginning at age 50.} \end{aligned}$$

For example:

If Ed was hired at age 30 and terminated employment at age 54, his deferred retirement benefit payment would be:

$$\begin{aligned} &50\% \times \$39,000 \text{ (average compensation)} \times \\ &24 \text{ (actual years of service)} / \end{aligned}$$

25 (projected years of service at normal retirement date, age 50) =

\$18,720 per year payable beginning at age 50.

Immediate Early Retirement Benefit

If you complete at least 25 years of service and terminate employment before reaching age 50, you may elect to receive a reduced immediate early retirement benefit each month for the duration of your life. The benefit is calculated as described in the preceding paragraph and then reduced for the number of months before age 50 that you begin receiving benefits.

In all cases, the payment option (see "Forms of Benefit Payment," page 3) you elect will determine the amount of the monthly benefit paid to you and/or your beneficiary(ies).

REINSTATEMENT OF BENEFITS

If you elected to withdraw your contributions plus interest upon your termination from employment (whether vested or not) and are rehired within six years of your termination date, you may make application to have this prior employment reinstated as creditable service with the Plan in accordance with the following provisions:

- You complete one year of service after you are rehired;
- You submit your application within six months after you have completed one year of reemployment; and
- You repay the amount of your refund plus interest determined from the date of your refund to the date of the repayment.

PAYMENT OF BENEFITS IF YOU BECOME DISABLED

The Plan is designed to provide you with a benefit if you become disabled and are unable to perform your duties as an active employee of the City. If you are an eligible employee, you will receive a benefit from the Plan for as long as you are disabled whether or not the disability was caused while in the course of duty. Determination of disability and plan payments are subject to the approval of the Pension Board.

Disability in the Course of Duty

If you become disabled in the course of duty and the Board deems your disability permanent, you will receive a monthly benefit equal to 50% of your average compensation payable until your death or the end of the disability. After your death, your benefit will be paid to your survivors according to the section titled "Payment of Benefits after Your Death" on this page.

Disability Not in the Course of Duty

If your disability is caused while not in the course of duty and you have less than five years of service with the City, you may receive a refund of your plan contributions plus simple interest.

If your disability is caused while not in the course of duty and you have five or more years of service, you are eligible to receive a monthly benefit payable until your death or the end of the disability. Your benefit under this type of disability is 2% of your average compensation for each full year of service prior to the commencement of the disability, up to a maximum of 25 years. The minimum benefit is \$250, but if you have fewer than 25 years of service, the minimum benefit will be reduced by the ratio of your total years of service divided by 25 years.

PAYMENT OF BENEFITS AFTER YOUR DEATH

In the event of your death, benefits are paid in accordance with the payment option you elected. (See "Forms of Benefit Payment" on page 3.)

There is one important exception. If benefit payments have not started and your spouse is your sole primary beneficiary, and the payment option you elected produces a smaller benefit than your spouse would receive had no election been made, then your spouse may void the election and receive the greater benefit.

If you do not elect a payment option, your benefit payment will be paid as described in one of the following three sections:

- Death before Retirement while in the Course of Duty
- Death before Retirement but Not in the Course of Duty
- Death after Retirement

Death before Retirement while in the Course of Duty

If you die in the course of duty and you have not elected a payment option, or if your spouse voids your election (as described above), benefits are paid to your survivors as follows:

Your surviving spouse receives a monthly benefit equal to 50% of your average compensation. If you have less than 25 years of service, the benefit is reduced by a ratio of your total years of service divided by 25 years. This monthly benefit cannot be under \$250. This benefit is payable until your spouse's death.

Dependent children each receive \$75 per month until reaching age 19, or, if they are full-time students, until reaching age 23.

Death Before Retirement but Not in the Course of Duty

If you have less than five years of service at the time of your death and the death was caused by events not in the course of duty, your beneficiary will receive a refund of your Plan contributions with simple interest.

If you have five or more years of service and, while actively employed, die from causes not in the course of duty, and you have not elected a payment option, your survivors will be eligible for benefits as follows:

Your surviving spouse receives a monthly benefit equal to 2% of your average compensation for each full year of service up to 25 years. This monthly benefit has a minimum of \$250. If you were employed for less than 25 years, the benefit (or \$250 minimum benefit) will be reduced by the ratio of your total years of service divided by 25 years. This benefit is payable until your spouse's death.

Dependent children each receive \$75 per month until reaching age 19, or, if they are full-time students, until reaching age 23.

Death after Retirement

In the event of your death after your normal retirement date or your retirement for disability not in the course of duty, benefits are paid in accordance with the payment option you elected. If you did not elect a payment option, your survivors receive benefits as follows:

Your surviving spouse will receive a monthly benefit equal to 50% of the benefit you were receiving at the time of your

death, with a \$250 minimum benefit. If you were employed for less than 25 years, the \$250 minimum benefit will be reduced by the ratio of your total years of service divided by 25 years.

Dependent children each receive \$75 per month until reaching age 19, or, if they are full-time students, until reaching age 23.

If the total benefits are more than the benefits you were receiving at the time of your death, benefits will be reduced proportionately.

LEAVE OF ABSENCE

If you are granted a leave of absence for up to two years, you will not lose any rights under this Plan, except credited service for your period of absence. However, if you are granted a leave of absence with the City for military service or education, you may have additional rights to credited service in the Plan.

Leave of Absence for Military Service

If you are granted a leave of absence for military service, you receive credit in the Plan for this service when you return to the City's employment as long as the following conditions are met.

1. Military service, by either regular enlistment or other voluntary service, is limited to four years to receive credit for this service in the Plan. You are not limited on credit for involuntary military service as a result of a mandatory extension, a military draft or any other form of involuntary military service.

2. You must reapply for employment within 90 days of your separation from military service.
3. Upon your return to the City's employment, you make all contributions to the Plan that you would have made had you been employed during your leave of absence for military service. These contributions must be made in addition to the current contributions that are deducted from your current wages.

Once these conditions are met, your credited service and benefit will be calculated as if you were employed under normal conditions.

Leave of Absence for Educational or Advanced Training

If you are granted a leave of absence for educational or advanced training, you may be credited for service during your leave if you return to employment within one year after your leave was granted. To be credited for this service, you must contribute an amount equal to the contributions that were missed during your leave of absence. Your missed contributions must be paid to the Plan by at least doubling your employee contributions to the Plan until such time as the back payment has been completed.

PRIOR MILITARY SERVICE CREDIT

Employees with military service incurred prior to employment with the City have the opportunity to apply to purchase up to four (4) years of prior military service as pension credited service. The member must apply to purchase the service in writing within six months of his or her first employment anniversary date and must pay the actuarial value of the benefit as determined by the Pension Board after consulting with the System's actuary within sixty (60) days after approval by the Pension Board.

The requirement to apply to purchase the service within six months of a member's first employment anniversary date does not apply to employees hired prior to January 1, 2001.

BENEFIT ADJUSTMENT

Once you have been retired for at least 12 months, your pension benefit is adjusted on January 1 of each year.

The minimum adjustment is 3%. Your benefit may not be adjusted more than the following percentages:

- If you are under age 62, 3% per year.
- If you are 62 years or older, your benefit may be adjusted up to 4% per year. This adjustment includes the minimum 3%, plus 50% of the change in the Consumer Price Index (CPI) in excess of 3%.

This benefit adjustment applies to your current benefit each year.

For example

In 2003, Linda's monthly benefit was equal to \$400. In January 2004, she received a 3% adjustment, which provided her with a monthly benefit of \$412 ($\$400 \times 3\% = \12). In 2005, the CPI was 5%. Linda received a 4% increase ($3\% \text{ base} + (5\% - 3\%) \times 50\%$), giving her a monthly benefit of \$428.48 ($\$412 \times 4\% = \16.48).

ADDITIONAL RIGHTS AND INFORMATION

When You Are Ready to Retire – Claiming Your Benefits

Approximately two months before you are ready to retire, you should visit the Pension Board Office, which is located at 917B East Fifth Avenue, Knoxville, TN, so that a Pension Board staff member can help you complete any necessary

forms. You should receive your first pension payment on or around the 28th of the month following your retirement date.

Appeal Procedures

The Pension Board interprets the Plan, determines who is eligible to receive benefits and approves the payment of all benefits. It also determines the disability status of an employee or retiree for Plan benefit payment purposes.

If you disagree with the Pension Board's determination of eligibility or calculation on your benefit claim, you have the right to request that the Pension Board review your claim. The Pension Board Office will provide details on the appeal procedure, but you must file your appeal within 60 days of notice of the Board's initial decision. You will not have the right to seek judicial review of your claim if you fail to follow the Board's appeal procedures.

Fiscal Year

The fiscal year for this Plan is July 1 to June 30.