

11-0-0672

(Do Not Write Above This Line)

AN ORDINANCE BY COUNCILMEMBERS AARON WATSON AND H. KAMAR WILLIAMS

AN ORDINANCE TO AMEND THE RETIREMENT BENEFITS OFFERED BY THE CITY OF ATLANTA TO ITS ELIGIBLE ACTIVE EMPLOYEES BY: CREATING A NEW SECTION 6-2 TO THE CITY OF ATLANTA CHARTER, SO AS TO PROVIDE A UNIFORM RETIREMENT PROGRAM FOR ALL ELIGIBLE CITY EMPLOYEES FOR WORK PERFORMED ON AND AFTER NOVEMBER 1, 2011; AND PLACING A HARD FREEZE ON THE GENERAL EMPLOYEES' PENSION FUND, FIREFIGHTERS' PENSION FUND AND POLICE PENSION FUND, SO THAT PENSION BENEFITS OF RETIREES REMAIN UNCHANGED AND BENEFITS ACCUMULATED BY ACTIVE EMPLOYEES AS OF OCTOBER 31, 2011 REMAIN UNCHANGED; AND FOR OTHER PURPOSES.

Tabled By Roll Call Vote - 6/20/2011 To Be Included on the 6/23/2011 Special Meeting Agenda

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

COUNCIL

Date Referred: 04/18/2011  
 Referred To: Finance/Exec  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Committee Finance/Exec  
 Date 4/27/2011  
 Chair \_\_\_\_\_  
 Action Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_  
 Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee Finance/Exec  
 Date 6/1/2011  
 Chair \_\_\_\_\_  
 Action Fav, Adv, Hold (see rev. side)  
 Other Subst #2  
 Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee Finance/Exec  
 Date 5-11-11  
 Chair \_\_\_\_\_  
 Action Fav, Adv, Hold (see rev. side)  
 Other Subst #1  
 Members \_\_\_\_\_

Refer To

Committee Finance/Exec  
 Date 6-15-11  
 Chair \_\_\_\_\_  
 Action Fav, Adv, Hold (see rev. side)  
 Other Subst #3  
 Members \_\_\_\_\_

Refer To

Refer To

- FINAL COUNCIL ACTION
- 2nd
  - 1st & 2nd
  - 3rd
  - Consent
  - V Vote
  - RC Vote

CERTIFIED

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED JUN 29 2011

CERTIFIED JUN 29 2011

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUN 29 2011

MAYOR



**CITY COUNCIL  
ATLANTA, GEORGIA**

**11-O-0672**

**AN ORDINANCE  
BY ALL COUNCILMEMBERS  
AS SUBSTITUTED BY FINANCE EXECUTIVE COMMITTEE**

**AS AMENDED BY: THE ATLANTA CITY COUNCIL**

**AN ORDINANCE TO AMEND THE CITY'S PENSION LAWS, WHERE SAID CHANGES ARE SET FORTH IN A NEW SECTION 6-2 IN THE CITY OF ATLANTA RELATED LAWS, AND WHERE SAID CHANGES INCLUDE: RAISING THE PENSION CONTRIBUTION OF CURRENT EMPLOYEES BY 5% OF COMPENSATION ON NOVEMBER 1, 2011; REDUCING THE MULTIPLIER USED TO CALCULATE PENSION BENEFITS OF FUTURE EMPLOYEES TO 1%; REDUCING THE MAXIMUM COST OF LIVING ADJUSTMENT ON PENSION BENEFITS OF FUTURE EMPLOYEES TO 1%; CLARIFYING THAT PENSION BENEFITS ACCRUED BY CURRENT EMPLOYEES, SHALL REMAIN UNCHANGED; CLARIFYING THAT THE PENSION CHANGES SET FORTH IN SECTION 6-2 DO NOT APPLY TO ACTIVE EMPLOYEES AND ELECTED OFFICIALS HIRED OR ELECTED PRIOR TO JANUARY 1, 1984; CLARIFYING THAT THE PENSION BENEFITS OF EMPLOYEES WHO RETIRED PRIOR TO NOVEMBER 1, 2011 SHALL REMAIN UNCHANGED; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") provides its retirees and active employees with retirement benefits through a General Employees' Pension Fund, a Police Officers' Pension Fund, a Firefighters' Pension Fund, and a Defined Contribution Plan; and

**WHEREAS**, the unfunded liability of the three Pension Funds has dramatically increased since 2005; and

**WHEREAS**, the City's annual required contribution to the three Pension Funds has become a steadily increasing percentage of its annual budget while employee required contributions have not changed; and

**WHEREAS**, maintaining the current structure of the Pension Funds threatens the fiscal stability of the City; and

**WHEREAS**, the City wishes to reduce its annual pension cost as a percentage of its budget, reduce and pay off its unfunded pension liability, competitively align its retirement options with other local jurisdictions, and provide a long-term and sustainable solution for supporting employee retirement plans; and



**WHEREAS**, City Charter Section 3-507 allows the City to modify its pension laws “only by ordinance adopted by at least two-thirds of the total membership of the council and duly approved by the mayor;” and

**WHEREAS**, it is the desire of the City of Atlanta to amend Atlanta City Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions) as set forth herein below.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:**

**SECTION 1.** A retirement plan (“Retirement Plan”) is hereby established for: 1) any person holding permanent, full-time, active employment with the City and all publically elected City officials hired and/or elected on or after January 1, 1984; and 2) any person holding active employment with the City who was hired on or after January 1, 1984 and who is participating in the City’s Defined Benefit or Defined Contribution Retirement Plan on August 31, 2011, (solely for the purpose of this Ordinance 11-O-0672, hereinafter collectively “Employees” or in the singular, “Employee”. “Employees” shall not include: 1) any person who held permanent, full-time, active employment with the City prior to January 1, 1984, who has had continuous City service, or had a break in service and purchased the interim pension benefits upon rehire; or 2) any elected official in office on or after November 1, 2011 who has had continuous City service as an employee or elected official since before January 1, 1984, or had a break in service on or after January 1, 1984 but purchased the interim pension benefits upon rehire/re-election).

The Retirement Plan, including the DB Plan amendments, shall take effect for all Employees on and after November 1, 2011, except that it shall take effect immediately for Employees hired on and after September 1, 2011. All Employees hired prior to September 1, 2011 who are enrolled on Midnight on October 31, 2011 in the City’s Firefighters’ Pension Plan (pursuant to City Related Laws Sections 6-366 through 6-420), Police Officers’ Pension Plan (pursuant to City Related Laws Sections 6-221 through 6-280), or General Employees’ Pension Plan (pursuant to City Related Laws Sections 6-36 through 6-140), (collectively the “Defined Benefit Plans” or “DB Plans”), or who are enrolled in the City’s pre-November 1, 2011 defined contribution plan (pursuant to City Ordinance number 01-O-0064), shall become members of the Retirement Plan on November 1, 2011, the details of which are set forth in Sections 3 through 9 of this Ordinance 11-O-0672. The retirement system currently in effect for retirees whose date of retirement was prior to November 1, 2011 shall remain unchanged. Any retiree, former employee or former elected official of the City who is rehired as an Employee on or after September 1, 2011 shall be deemed a new City Employee for the purpose of determining her/his benefits under the Retirement Plan, unless otherwise directed by duly enacted City legislation or other applicable law. A City elected official holding office prior to September 1, 2011 who is consecutively re-elected after that date shall be deemed as having continuous City employment and shall not be deemed “rehired” at the beginning of each consecutive term.

**SECTION 2.** The Retirement Plan shall be comprised of a modified version of the DB Plans and a Defined Contribution Plan. In order to implement the Retirement Plan, the following authorizations are hereby granted:



- (a) The Mayor or his designee, on behalf of the City, is hereby authorized to establish a Defined Contribution Plan which shall consist of the following: a plan which qualifies as a governmental plan under the provisions of Section 401(a) of the Internal Revenue Code of 1986 as amended; and a plan that meets the requirements of Section 457(b) of the Internal Revenue Code of 1986 as amended as applicable to governmental entities. This grant of authorization shall include authorization to take all steps necessary and execute all documents required to establish Section 401(a) and Section 457(b) plans that are part of the Retirement Plan. The details of such plan, including eligibility, vesting, contributions and benefits, shall be as set forth in Section 4 of this Ordinance 11-O-0672.
- (b) On behalf of the City, a Defined Contribution Plan Management Committee shall be formed, and shall be comprised of: the Mayor or her/his designee; the City Council President or her/his designee; the Chairperson of the City Council Finance and Executive Committee; the City Attorney; the Chief Financial Officer; the Commissioner of the Department of Human Resources; a City Councilmember appointed by the Mayor, a Finance Management industry expert; and an Employee representative of the DC Plan who is elected by the DC Plan Mandatory Participants and DB Hybrid Participants, and who is a member of one of those two groups. The Committee shall be authorized to adopt and maintain a written Defined Contribution Plan Document that sets forth the details of the City's Defined Contribution Retirement Plan, and said details shall include without limitation the Defined Contribution Retirement Plan terms set forth in Section 4 below. The Plan Document shall be amended from time to time to comply with the applicable Internal Revenue Code provisions. Any change to the eligibility, benefits, and/or vesting provisions shall require legislative approval pursuant to City Charter Section 3-507.

**SECTION 3:** The City shall modify its pension plan system by amending the City of Atlanta Related Laws to add a new Section 6-2 entitled "Retirement Benefits". Accordingly, the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions) is hereby amended by adding a new Section 6-2. The definitions for Section 6-2 shall be set forth in Section (a) which shall read as follows:

**Sec. 6-2.** Retirement Benefits.

- (a) The following words, terms and phrases, when used in this Section 6-2, shall have the meanings ascribed to them in this Subsection (a), except where the context clearly indicates a different meaning:
  - (1) *Actual Benefit* means the annual gross amount of the retirement benefit received by a DB Plan Participant. The term is synonymous with "Pension Benefit".
  - (2) *Actual Required Contribution or ARC* means the total, cumulative contribution amount paid by the City to fund the three Defined Benefit Plans in any given fiscal year, measured in dollars.
  - (3) *Actuarial Valuation* means the annual actuarial valuation provided by an accredited actuarial firm hired by the City to provide pension-related actuarial services.



- (4) *Benefit Formula* means the base calculation utilized to calculate the Actual Benefit received by each DB Plan Participant. Adjustments are made to this calculation to determine the Actual Benefit.
- (5) *Cap* means that the ARC is equal to 35% of the Total Payroll amount, or mathematically, the ARC divided by the Total Payroll amount equals 0.35.
- (6) *City* means the City of Atlanta.
- (7) *Compensation* means an Employee's annual salary from the City of Atlanta. This includes: base wages of the Employee (including lump-sum payments thereof); amounts contributed or deferred by the Employee and not includable in gross income under sections 125, 132(f) or 457 of the U.S. Internal Revenue Code; amounts contributed by the Employee to a governmental qualified retirement plan and treated as employer contributions under Section 414(h) of the U.S. Internal Revenue Code; and amounts credited to the Employee for furlough hours. Compensation shall not include: disability insurance payments; travel, mileage or automobile-related allowances or reimbursements; bonuses (other than sick-leave bonuses); performance awards; overtime or premium payments; or any other special, unusual or nonrecurring payment.
- (8) *Date of Disability* means the date upon which the Eligible Employee became totally and permanently disabled, as determined in writing by the Disability and Survivor Benefits Committee. In the case of Catastrophic Injury in the Line of Duty, the Date of Disability means the date upon which the Eligible Employee suffered the Catastrophic Injury, as determined in writing by the Disability and Survivor Benefits Committee.
- (9) *DB Hybrid Option* means the Retirement Plan terms selected by a DB Plan Member employed by the City prior to September 1, 2011, whereby the Employee chooses to participate beginning November 1, 2011 in the Retirement Plan benefits of DB Plan Members hired on and after September 1, 2011.
- (10) *DB Hybrid Participant* means a DB Plan Participant who is enrolled in the DB Hybrid Option.
- (11) *DB Plan* or *Defined Benefit Plan* means the City's Firefighters' Pension Plan (set forth in City Related Laws Sections 6-366 through 6-420), the Police Officers' Pension Plan (set forth in City Related Laws Sections 6-221 through 6-280), and/or the General Employees' Pension Plan (set forth in City Related Laws Sections 6-36 through 6-140).
- (12) *DB Plan Participant* means an Employee (as defined in this Section 6-2(a)(19)) who is enrolled in a DB Plan.
- (13) *DC Plan* or *Defined Contribution Retirement Plan* means the Defined Contribution Retirement Plan established by this Section 6-2 that: 1) includes a plan established under Section 401(a) of the Internal Revenue Code of 1986, as amended; and 2) includes the ability of Employees to make voluntary contributions to an account meeting the definition of Section 457(b) of the Internal Revenue Code of 1986 as amended.
- (14) *DC Plan Mandatory Participant* means an Employee who was enrolled on October 31, 2011 in the Pre-November 1, 2011 Defined Contribution Plan, or an Employee hired on or after September 1, 2011 who was hired at pay grade 19 or



higher and is not a sworn member of the Atlanta Police Department or Atlanta Fire Rescue Department.

- (15) *Disability and Survivor Benefits Committee* or the *DSB Committee* means a group of no fewer than 7 people and no greater than 9 people, where members are appointed by the Mayor or her/his designee, and which includes at least one licensed physician, at least one licensed psychiatrist, the Chief Financial Officer, the Commissioner of the Department of Human Resources, one member of the General Employees' Pension Fund Board of Trustees, one member of the Police Officers' Pension Fund Board of Trustees, and one member of the Firefighters' Pension Fund Board of Trustees.
- (16) *Disability Benefit*- see Long Term Disability Benefit.
- (17) *Disability Pension* means the benefit provided to a DB Plan Participant pursuant to the applicable DB Pension Plan, based upon the eligibility criteria set forth in said Plan. A Disability Pension, which is established by the DB Pension Plans, is different from a Disability Benefit/Long Term Disability Benefit which is established by this Section 6-2.
- (18) *Eligible Employees* (or in the singular *Eligible Employee*) means all DB Plan Participants hired on or after September 1, 2011, and all DB Hybrid Participants for City employment on and after November 1, 2011. This term is utilized within the context of Long Term Disability Benefits and Survivor Benefits.
- (19) *Employee* (or in the plural *Employees*) means: 1) any person holding permanent, full-time, active employment with the City and all publicly elected City officials hired and/or elected on or after January 1, 1984; and 2) any person holding active employment with the City who was hired on or after January 1, 1984 and who is participating in the City's Defined Benefit or Defined Contribution Retirement Plan on August 31, 2011; however the term "Employee" shall not include: 1) any person who held permanent, full-time, active employment with the City prior to January 1, 1984, who has had continuous City service, or had a break in service and purchased the interim pension benefits upon rehire; or 2) any elected official in office on or after November 1, 2011 who has had continuous City service as an employee or elected official since before January 1, 1984, or had a break in service on or after January 1, 1984 but purchased the interim pension benefits upon rehire/re-election.
- (20) *Long Term Disability Benefit or Disability Benefit* means the amount paid to an Eligible Employee pursuant to this Section 6-2, where the Eligible Employee is determined to be Totally and Permanently Disabled by the Disability and Survivor Benefits Committee. A Disability Benefit may be provided for Disability in the Line of Duty, Catastrophic Injury in the Line of Duty, and Disability Not in the Line of Duty. A Disability Benefit established by this Section 6-2 is different from a Disability Pension which is established by the DB Pension Plans.
- (21) *Monthly Compensation* means the amount utilized to calculate the Disability Benefit of an Eligible Employee, and is equal to the highest 36 consecutive months of Compensation received by the Eligible Employee prior to the Date of Disability, divided by thirty-six.
- (22) *Multiplier* means the percentage utilized in the calculation of a DB Plan Participant's Pension Benefit Formula. The Multiplier is established by the terms of the DB Pension Plan in which the DB Plan Participant is enrolled.



- (23) *Overage* means the number of percentage points by which the ARC exceeds 35% of the Total Payroll. By way of example, where the ARC divided by the Total Payroll equals 40, the Overage is 5%. The Overage may also be expressed in dollar amounts.
- (24) *Pension Benefit* means the annual gross amount received upon retirement by a DB Plan Participant from the DB Plan in which s/he participated. The term is synonymous with "Actual Benefit". The Pension Benefit is different from the Disability Benefit and the Survivor Benefit, even though all three are derived from a DB Plan.
- (25) *Pre-November 1, 2011 Defined Contribution Plan* means the City's defined contribution plan created pursuant to City Ordinance number 01-O-0064 that was in effect through and including October 31, 2011.
- (26) *Retirement Account* means the combination of all accounts owned by each Employee that contains her/his monetary benefits from the Defined Contribution Retirement Plan, including the Section 401(a) and Section 457(b) accounts, and the benefits from her/his Pre-November 1, 2011 Defined Contribution Plan if applicable.
- (27) *Retirement Age* means: 1) a DB Plan Participant in the Firefighters' Pension Plan or Police Officers' Pension Plan hired prior to September 1, 2011 who is 55 years of age or older; 2) a DB Plan Participant in the Firefighters' Pension Plan or Police Officers' Pension Plan hired on or after September 1, 2011 who is 57 years of age or older; 3) a DB Plan Participant in the General Employees' Pension Plan hired prior to September 1, 2011 who is 60 years of age or older; or 4) a DB Plan Participant in the General Employees' Pension Plan hired on or after September 1, 2011 who is 62 years of age or older.
- (28) *Retirement Plan* means the entire package of retirement benefits offered by the City to its Employees pursuant to this Section 6-2. The package is comprised of the DB Plans and the DC Plan.
- (29) *Thirty Years of Service* means the date upon which a DB Plan Participant's Years of Service, as defined below, is thirty years, where such calculation is utilized for the sole purpose of determining whether the DB Plan Participant may retire prior to Retirement Age without receiving an age penalty. For the purpose of determining whether an Employee has attained Thirty Years of Service, the Years of Service amount may not be increased by application of the Employee's unused sick leave or unused annual leave, unless otherwise authorized by duly enacted City legislation.
- (30) *Total Payroll* means the cumulative total earnings of all DB Plan Participants in the three Defined Benefit Plans in any given fiscal year.
- (31) *Totally and Permanently Disabled/ Total and Permanent Disability* means a state or condition of physical and/or mental incapacity resulting from an illness or injury suffered by an Eligible Employee, such that s/he is not expected to be able to perform the needed duties of any occupation for which s/he is qualified by education, training or experience, even after reaching the point of maximum healing. An Eligible Employee will be deemed totally and permanently disabled only if the City's Disability and Survivor Benefits Committee makes a written determination that the Employee meets the following criteria: a) the Committee reasonably anticipates that for 12 months following the Date of Disability, the incapacitation will cause the Employee to be unable to perform her/his regular, assigned or comparable duties; and



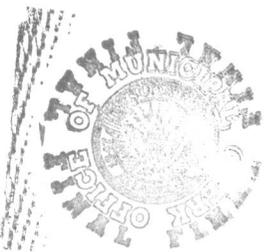
- b) the Committee reasonably anticipates that after the initial 12 month period, the incapacitation will cause the Employee to be unable to engage in any occupation for which s/he is or becomes reasonably qualified by education, training or experience.
- (32) *Voluntary Contribution* means the amount an Employee contributes to her/his Retirement Account, where such contribution is not mandated.
- (33) *Years of Service* means the number of consecutive years or fractions thereof during which a DB Plan Participant was a permanent, full-time, active employee for the City. Years of Service may include periods of time when the DB Plan Participant is Totally and Permanently Disabled, but only as set forth in Section 6-2(e) below. Years of Service may also include non-consecutive years or fractions thereof where authorized by duly enacted City legislation.
- (34) *Years of Service Multiplier* means the product of the Multiplier times the Years of Service as set forth in the Benefit Formula.”

**SECTION 4:** The Retirement Plan shall consist of a modified Defined Benefit Plan component and a Defined Contribution Plan component, both of which shall be implemented on November 1, 2011. Under the Defined Contribution component of the Retirement Plan, all mandatory contributions by the Employee and all City contributions shall be placed in a Section 401(a) account. All voluntary contributions by the Employee shall be placed in a Section 457(b) account. The City of Atlanta Related Laws shall be amended to establish these and other details of the Retirement Plan. The following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):

“(b) The City shall offer a Retirement Plan to all Employees effective November 1, 2011, except that the Retirement Plan for any Employee hired on or after September 1, 2011 shall be effective upon the date of her/his employment. The Retirement Plan shall consist of a Defined Benefit Plan component and a Defined Contribution Plan component. The Defined Benefit Plan component will be comprised solely of the City’s three DB Plans as defined in Section 6-2(a)(10) above. Though this Section 6-2 modifies certain terms of the DB Plans, it does not create a “new” DB plan or plans.

(c) Retirement Plan -Defined Contribution Component.  
The Defined Contribution Retirement Plan shall be set forth in a plan document to be adopted and maintained by the DC Plan Management Committee as described in Section 6-2(c)(14) below. At a minimum, the DC Plan shall contain the terms described in this Section 6-2(c).

- (1) All Employees enrolled in the Pre-November 1, 2011 Defined Contribution Plan must participate in the new DC Plan beginning November 1, 2011. In addition, each Employee hired on and after November 1, 2011 who has a pay grade of 19 or higher and is not a sworn member of the Atlanta Police Department or Atlanta Fire Department, must participate in the new DC Plan. A DC Plan Mandatory Participant must make a pre-tax contribution of 6% of Compensation into the Section 401(a) portion of her/his Retirement Account. The City will match the mandatory payment of the DC Plan Mandatory Participant by contributing 6% of Compensation into the Section 401(a) portion of the Employee’s Retirement Account.



- (2) Each DB Plan Participant hired on or after November 1, 2011 and each DB Hybrid Participant must make a pre-tax contribution of 3.75% of Compensation into the Section 401(a) portion of her/his Retirement Account. The City will match the mandatory payment by contributing 3.75% of Compensation into the Section 401(a) portion of the Employee's Retirement Account.
- (3) The Employee contributions described in Paragraphs 6-2 (c)(1) and (c)(2) above will be picked-up by the City on a salary reduction basis pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The City's matching contributions as described in said Paragraphs shall vest over a 5-year period at 20% per year, such that all contributions made by the City after the completion of the fifth year are 100% vested.
- (4) In addition to the mandatory payments made by an Employee into the DB Plan and/or the 401(a) portion of the DC Plan, each Employee has the option of making Voluntary Contributions into the Section 457(b) portion of her/his Retirement Account. The Employee's Voluntary Contribution shall be the percentage of Compensation directed by the Employee, and may not exceed the maximum contribution permitted under the Internal Revenue Code.
- (5) The City will match 100% of the *Voluntary* Contribution made by a DB Plan Participant hired on or after November 1, 2011 and a DB Hybrid Participant up to 4.25% of Compensation. The Voluntary Contribution match amount will be in addition to the City's match of the 3.75% mandatory DC Plan contribution. The City's match will be deposited into the Section 401(a) portion of the Employee's Retirement Account. The match contributions shall vest over a 5-year period at 20% per year, such that all contributions made by the City after the completion of the fifth year are 100% vested.
- (6) An Employee's Years of Service accumulated prior to November 1, 2011 shall be counted in the Years-of-Service calculations under the DC Plan for the sole purpose of determining vesting as described in Section 6-2 (c)(3) and (c)(5) above
- (7) The Employee's Voluntary Contributions shall be paid with pre-tax dollars, unless indicated otherwise by the Employee in the manner prescribed by the City. Where an Employee chooses to utilize after-tax dollars for all or a portion of her/his Voluntary Contributions, said after-tax contributions shall be treated as Roth contributions to the extent allowed by Section 457(b) of the Internal Revenue Code of 1986 as amended. The Roth contribution option shall be available as of November 1, 2011.
- (8) An Employee may change the amount of her/his Voluntary Contribution and/or the percentage of Voluntary Contribution that is paid with after-tax dollars (if any) in the manner prescribed by the City. Such changes may be made at any time, provided that the Employee does not make changes more than one time per month.
- (9) The Retirement Account of an Employee who was enrolled in the Pre-November 1, 2011 Defined Contribution Plan shall be retained as part of the Employee's Retirement Account under the new Retirement Plan.
- (10) Each Employee shall direct how the funds in her/his Retirement Account shall be invested, selecting from a menu of investment options provided by the Plan Administrator. The Employee may select more than one investment option.
- (11) An Employee may direct lump sum distributions from her/his Retirement Account upon separation from the City, death, disability (pursuant to the City's disability



retirement provisions), or retirement, in accordance with the terms of the applicable City ordinances and other laws.

- (12) Each Employee may designate one or more Retirement Account beneficiaries of her/his choice.
- (13) The Plan Administrator shall be the Chief Financial Officer or her/his designee. The Plan Administrator shall oversee the daily administration of the Defined Contribution Retirement Plan. The Plan Administrator shall report to the Management Committee of the DC Plan, as defined in number 14 immediately below.
- (14) The Management Committee of the Defined Contribution Retirement Plan shall be comprised of: the Mayor or her/his designee; the City Council President or her/his designee; the Chairperson of the City Council Finance and Executive Committee; the City Attorney; the Chief Financial Officer; the Commissioner of the Department of Human Resources; a City Councilmember appointed by the Mayor, a Finance Management industry expert; and an Employee representative of the DC Plan who is elected by the DC Plan Mandatory Participants and DB Hybrid Participants, and who is a member of one of those two groups. The Management Committee shall manage and operate the DC Plan. It shall make all final decisions that materially impact the management and operation of the DC Plan, except that such decisions will be approved by duly enacted legislation where required by the Atlanta Code of Ordinances. The Management Committee shall have all powers necessary to enable it to properly carry out the duties of a retirement plan manager, which include the following: (i) engaging the services of third party service providers, consistent with the City's procurement procedures. The service providers may provide recordkeeping services for the DC Plan, provide investment fund options, provide and present investment education and other communication materials to Employees; and provide disability insurance; (ii) preparing and construing the DC Plan documents and agreements, and providing answers to all questions related thereto; (iii) providing answers to all questions relating to eligibility and benefit entitlement under the DC Plan, except where otherwise provided in this Section 6-2; (iv) maintaining records relating to Employees; (v) preparing and furnishing to Employees all applicable information required under state and/or federal law; (vi) preparing and furnishing to the third-party service provider all necessary Employee and financial data; (vii) providing direction and oversight of the third-party service provider; (viii) preparing and filing with all other appropriate government entities all reports and other information required under law to be so filed and/or published; (ix) engaging consultants, actuaries or other professional advisers as necessary to aid in the DC Plan administration; (x) arranging for fiduciary bonding if necessary; and (xi) providing procedures for benefit payments."

**SECTION 5:** On November 1, 2011, the DB Plans shall be modified as described below, and said modifications shall be set forth in City Related Laws Section 6-2. The following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):



(d) Retirement Plan -Defined Benefit Component.

- (1) The DB Plans, as defined in Section 6-2(a)(10) above, shall remain in effect. This Section 6-2 does not create new DB Plans, but rather modifies the DB Plans already in existence.
- (2) Beginning on November 1, 2011, each DB Plan Participant hired prior to that date shall contribute 12% of her/his Compensation to the applicable DB Plan if s/he does not have a designated beneficiary, and shall contribute 13% of her/his Compensation to the applicable DB Plan if s/he does have a designated beneficiary, except that DB Plan Participants who choose to participate in the DB Hybrid Option shall make the contributions and receive the benefits described in Section 6-2(g) below.
- (3) Each DB Plan Participant hired after September 1, 2011 shall contribute 8% of her/his Compensation to the applicable DB Plan.
- (4) Except as set forth in Section 6-2(d)(6) and 6-2(g) below, the calculation of an Employee's Pension Benefit shall be the same as the calculation applied by the City in 2011, prior to November 1. Specifically, calculation of a Pension Benefit shall be as follows (elements of the calculation not addressed in this Section 6-2 shall be implemented as set forth in the applicable DB Plan):
  - (i) The DB Plan Benefit Formula ("Benefit Formula") is derived as follows:
    - (A) The pension multiplier set forth in the applicable DB Plan, ranging from 1%-3% (the "Multiplier"), is multiplied by the Employee's years of service with the City ("Years of Service") (the product shall be referred to as "Years of Service Multiplier").
    - (B) The Years of Service Multiplier may not exceed 80% (the "Cap"), unless the Employee opted for a Benefit Formula that waives the Cap. If the Years of Service Multiplier exceeds 80%, the Years of Service Multiplier shall be reduced to 80% ("Adjusted Years of Service Multiplier"), except that if the Employee opted to waive the Cap, the Years of Service Multiplier shall remain unchanged (also referred to as the "Adjusted Years of Service Multiplier").
    - (C) The Adjusted Years of Service Multiplier shall be multiplied by Annual Compensation. Annual Compensation is determined by calculating the highest Compensation received by an Employee over a consecutive 36 month period and dividing it by three ("Annual Compensation").
    - (D) The Benefit Formula is increased by applying the Employee's unused annual leave and unused sick leave at the time of retirement. Annual leave is utilized to increase the value of Annual Compensation in the Benefit Formula. Sick leave is utilized to increase the value of Years of Service in the Benefit Formula and also to increase Annual Compensation under certain circumstances. The details of determining the value of the unused leave and how it impacts the Benefit Formula is set forth in the applicable DB Plan.
    - (E) In the form of a numerical equation, the Benefit Formula for Employees whose Benefit Formula *has a Cap* is:



**Benefit Formula= Annual Compensation x {lower of: 80% or  
[Multiplier x Years of Service]}**

The Benefit Formula for Employees whose Benefit Formula *does not have a Cap* is:

**Benefit Formula = Annual Compensation x Multiplier x Years of Service**

- (F) The Cost of Living Adjustment shall be calculated as set forth in the applicable DB Plan.
- (ii) The actual benefit received by the Employee ("Actual Benefit") shall be equivalent to the Benefit Formula, unless the Employee is not fully vested in the DB Plan, or unless the Employee collects her/his DB pension prior to reaching Retirement Age or Thirty Years of Service. Calculation of the Actual Benefit prior to vesting and/or prior to reaching Retirement Age or Thirty Years of Service shall be as follows:
- (A) If a DB Plan Participant is fully vested in the DB Plan and collects her/his DB pension prior to reaching Retirement Age or Thirty Years of Service, the Benefit Formula shall be reduced by the Age Penalty amount set forth in the applicable DB Plan.
- (B) If a DB Plan Participant has completed at least 5 Years of Service with the City but has not fully vested in the DB Plan, and leaves City employment prior to reaching Retirement Age or Thirty Years of Service, the Employee may elect not to receive her/his pension until Retirement Age or later. Employees hired prior to July 1, 2010 shall be fully vested upon the completion of ten Years of Service. Employees hired on and after July 1, 2010 shall be fully vested upon the completion of fifteen Years of Service. At the time that the DB Plan Participant files a completed application with the City to receive pension (assuming s/he has reached Retirement Age), s/he will be provided a monthly pension benefit equivalent to the Benefit Formula multiplied by the Vesting Percentage. The Vesting Percentages are as follows:
1. Completion of 5 Years of Service- 25%;
  2. Completion of 6 Years of Service- 30%;
  3. Completion of 7 Years of Service- 35%;
  4. Completion of 8 Years of Service- 40%;
  5. Completion of 9 Years of Service – 45%.
  6. For DB Plan Participants who require 10 Years of Service to fully vest, the Vesting Percentage will be 100% after the completion of 10 Years of Service.
  7. For DB Plan Participants who require 15 Years of Service to fully vest, Completion of 10 Years of Service – 50%.
  8. Completion of 11 Years of Service – 55%.
  9. Completion of 12 Years of Service – 60%.
  10. Completion of 13 Years of Service – 65%.
  11. Completion of 14 Years of Service – 70%.



12. For DB Plan Participants who require 15 Years of Service to fully vest, the Vesting Percentage will be 100% after the completion of 15 Years of Service.

(C) If a DB Plan Participant is not fully vested in the DB Plan and leaves City employment prior to completion of 5 Years of Service, the Employee shall receive a cash-out value for her/his pension contributions equivalent to the amount s/he contributed into the DB Plan plus 5% per annum for the number of years in which s/he contributed to the DB Plan, subject to IRC Section 401(a)(31)(B).

(D) In the form of a numerical equation, the Actual Benefit for DB Plan Participants who are vested and retire prior to reaching Retirement Age or Thirty Years of Service is:

**Actual Benefit = Benefit Formula – Age Penalty**

The Actual Benefit for DB Plan Participants who have 5 or more years of service and draw their pension at Retirement Age or later is:

**Actual Benefit = Benefit Formula x Vesting Percentage**

(5) The Pension Benefit calculation for a DB Plan Participant hired prior to September 1, 2011 shall be as set forth in Section 6-2(d)(4) above, except that the calculation for a DB Hybrid Participant shall be as set forth in Section 6-2(g) below.

(6) For DB Plan Participants hired on or after September 1, 2011 *only*, the Pension Benefit shall be as set forth in Section 6-2(d)(4) above, except for the following changes:

(i) The Multiplier in the Benefit Formula shall be 1%.

(ii) The value of Annual Compensation in the Benefit Formula shall be calculated based upon the highest Compensation received by an Employee over a consecutive 120 month period. The Compensation amount may be increased by adding the value of unused annual leave as described in the applicable DB Plan.

(iii) Unused sick leave may not be utilized to change any portion of the Benefit Formula or Actual Benefit.

(iv) The Cost of Living Adjustment for Post-Change Pension Benefits shall be a maximum amount of 1%.

(v) The Retirement Age for the Firefighters' Pension Plan or Police Officers' Pension Plan shall be 57 years of age or older. The Retirement Age for the General Employees' Pension Plan shall be 62 years of age or older.

(vi) The age penalty assessed for DB Plan Participants who retire prior to Retirement Age shall be 6% per year (or 0.5% per month). A DB Plan Participant in the Firefighters' Pension Plan or Police Officers' Pension Plan may not collect her/his pension prior to reaching 47 years of age, unless s/he has attained Thirty Years of Service. A DB Plan Participant in the General Employees' Pension Plan may not collect her/his pension prior to reaching 52 years of age, unless s/he has attained Thirty Years of Service. Nothing in this provision shall prevent a DB Plan Participant from obtaining a cash-out value for her/his pension contributions at any time, and such value shall be equivalent to the amount s/he contributed into



the DB Plan plus 5% per annum for the number of years in which s/he contributed to the DB Plan.

- (vii) At the time of retirement, a DB Plan Participant may choose to designate a qualified beneficiary (as defined in Section 6-2(f)(3)(i) below) who will receive 75% of the DB Plan Participant's Pension Benefit at the time of said Participant's death. Where the DB Plan Participant designates a beneficiary, her/his Pension Benefit shall be re-calculated using the assumption that it is a single-life annuity with a duration through the life of the DB Plan Participant. A DB Plan Participant who designates a beneficiary will have his/her monthly Pension Benefit reduced. A calculation shall be performed to determine the City's *expected* total Pension Benefit payout to the Employee if s/he had no beneficiary. The actuarial equivalent of that expected total shall be determined for the *expected* total Pension Benefit payout with the Employee's designated beneficiary. This actuarial equivalence shall be utilized to determine the DB Plan Participant's reduced monthly Pension Benefit amount, so that the total Pension Benefit cost to the City is not increased by the election of a beneficiary. Upon the death of the DB Plan Participant, 75% of Employee's Pension Benefit amount will be paid as a monthly benefit to the identified qualified beneficiary as described in Section 6-2(f)(3)(i). The percentage payable to the beneficiary shall comply with the U.S Treasury regulations §1.401(a)(9)-6, relating to the minimum distribution incidental benefit (MDIB) requirement under IRC §401(a)(9)(G)."

**SECTION 6:** The Retirement Plan shall offer a Long Term *Disability Benefit* to Eligible Employees who become Totally and Permanently Disabled. DB Plan Participants hired prior to November 1, 2011, except for DB Hybrid Participants, may not receive a Disability Benefit, but shall be eligible to receive a *Disability Pension* through the applicable DB Plan. DC Plan Mandatory Participants shall receive Long Term Disability Insurance coverage through their participation in the Retirement Plan. To that effect, the following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):

“(e) Long Term Disability Benefit

- (1) A Long Term Disability Benefit or Disability Benefit is established pursuant to this Section 6-2, and is different from the Disability Pension established in and provided pursuant to the DB Plans. Eligible Employees whose Date of Disability is on or after November 1, 2011 shall be eligible for a Disability Benefit pursuant to the terms set forth in this Section 6-2(e). The Eligible Employee must submit a completed application to the Disability and Survivor Benefits Committee to apply for a Disability Benefit.
- (2) The following provisions shall apply to the calculation of the Disability Benefit for every Eligible Employee:
  - (i) The City will provide a Long Term Disability Benefit to an Eligible Employee who is determined to be Totally and Permanently Disabled by the Disability and Survivor Benefits Committee. The DSB Committee shall make its determination



by utilizing a preponderance of the evidence standard, and shall base its decision on official medical records, other documentary evidence, qualified medical expert opinions, sworn testimony, and/or other reliable sources accepted by the DSB Committee. The DSB Committee shall provide its determination in writing, with a detailed explanation of the supporting evidence. The City or the Eligible Employee may appeal the DSB Committee's determination pursuant to applicable law and the process established by the DSB Committee.

- (A) Where the Eligible Employee applies for a Disability Benefit *and* a Disability Pension for the same underlying condition, the Eligible Employee shall submit identical applications and information to the DSB Committee and the appropriate Pension Board. All hearings regarding the application, including any appeal hearings, shall be presented to the DSB Committee and appropriate Pension Board simultaneously.
  - (B) The DSB Committee shall make a final determination about whether the Eligible Employee may receive a Disability Benefit. The DSB Committee decision shall be separate from the decision of the applicable Pension Board regarding the Disability Pension. It is acceptable for the determinations of the two bodies to differ.
  - (C) This process shall be utilized for determinations regarding whether an injury qualifies as a Disability in the Line of Duty or a Catastrophic Injury in the Line of Duty, and also whether Survivor Benefits shall be awarded as set forth in Section 6-2(e) below.
- (ii) The Long Term Disability Benefit provided to an Eligible Employee shall begin after the Employee has utilized all of her/his accumulated sick leave.
  - (iii) The Long Term Disability Benefit shall continue until the earlier of the end of the Eligible Employee's Total and Permanent Disability, the Eligible Employee's attainment of Retirement Age or Thirty Years of Service, or death of the Eligible Employee.
  - (iv) During the time that an Eligible Employee is receiving a Disability Benefit, the Employee's and the City's mandatory contributions to the Employee's Retirement Plan shall cease except as set forth in Subsection (e)(2)(vii) below. The Employee may make Voluntary Contributions to the 457(b) portion of her/his Retirement Account. The City will not match any portion of the Voluntary Contributions while the Employee is receiving a Disability Benefit.
  - (v) The monthly amount of a DB Plan Participant's Long Term Disability Benefit shall be reduced by the monthly amount of her/his Disability Pension, where such Disability Pension is calculated under the applicable DB Pension Plan as amended by this Section 6-2.
  - (vi) In the event that the Eligible Employee receiving a Long Term Disability Benefit also receives a Workers' Compensation award for the same illness or injury for which the City is paying a Disability Benefit, the monthly amount of the Disability Benefit shall be reduced such that the sum of the monthly Disability Benefit amount, plus the monthly Disability Pension amount if any, plus the monthly value of the Workers' Compensation award, does not exceed 75% of the Eligible Employee's Monthly Compensation. This Section 6-2(e)(2)(vi) shall not apply to Eligible Employees who suffered a Catastrophic Injury in the Line of



Duty, as defined in Section 6-2(e)(3)(iii) below. In addition, this Section 6-2(e)(2)(vi) shall not prevent the restoration of some or all of the Employee's Disability Benefit upon reduction or termination of any such Workers' Compensation payments.

- (vii) For those fiscal years in which the Eligible Employee receives a Long Term Disability Benefit, the City shall deposit an amount into the Section 401(a) portion of the Employee's Retirement Account that is equal to the combination of the Employee's mandatory DC contribution and the City's match thereof based upon the Eligible Employee's Compensation at the Date of Disability. This amount shall not vest until the Eligible Employee attains Retirement Age or Thirty Years of Service. The provisions set forth in this Section 6-2 regarding utilization of the Retirement Account shall then be applied. In addition, the Eligible Employee may collect her/his retirement Pension Benefit in the manner set forth in this Section 6-2.
  - (viii) Upon the death of an Eligible Employee who is receiving a Long Term Disability Benefit, the monthly Long Term Disability Benefit shall cease and any future benefits shall be determined as set forth in Section 6-2 (f) below, entitled Survivor Benefits.
- (3) Disability Benefits shall be calculated based upon the type of disability, utilizing the applicable formula set forth below, and applying the provisions set forth in Section 6-2(e)(2) above. A monthly long term disability benefit for Eligible Employees shall be calculated as follows:
- (i) Disability in the Line of Duty:
    - (A) Disability in the Line of Duty means that an Eligible Employee is Totally and Permanently Disabled due to an injury that occurred while in the line of duty or due to an illness contracted solely as a result of activities performed while in the line of duty.
    - (B) An Eligible Employee who was hired before 1986 will receive a monthly Long Term Disability Benefit amount that is equal to 70% of her/his Monthly Compensation. This amount shall be adjusted as set forth in Section 6-2(e)(2)(v) and (vi) above.
    - (C) Eligible Employees who were hired on or after January 1, 1986 will receive a monthly Long Term Disability Benefit equal to the greater of: a) 50% of the Eligible Employee's Monthly Compensation as adjusted pursuant to Section 6-2(e)(2)(v) and (vi) above; or b) the value of the following as adjusted pursuant to Section 6-2(e)(2)(v) and (vi) above:
      - 1. For Eligible Employees who are sworn members of the Atlanta Police Department or Atlanta Fire Rescue Department hired on or after January 1, 1986 and before November 1, 2011: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 3%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.



2. For all non-sworn Eligible Employees hired before November 1, 2011: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 2.5%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.
3. For all Eligible Employees hired on or after November 1, 2011: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 2%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.

ii. Disability Not in the Line of Duty:

(A) Disability Not in the Line of Duty means that an Eligible Employee is Totally and Permanently Disabled due to an injury that did not occur while in the line of duty or due to an illness that was not contracted solely as a result of activities performed while in the line of duty.

(B) An Eligible Employee who was hired before 1986 will receive a monthly Long Term Disability Benefit that is equal to:

1. For Eligible Employees who are sworn members of the Atlanta Police Department or Atlanta Fire Rescue Department: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 3%. This amount shall be adjusted as set forth in Section 6-2(e)(2)(v) above.
2. For all non-sworn Eligible Employees: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 2.5%. This amount shall be adjusted as set forth in Section 6-2(e)(2)(v) above.

(C) Eligible Employees who were hired on or after January 1, 1986 and with at least 5 Years of Service will receive a monthly Long Term Disability Benefit equal to the greater of: a) 50% of the Eligible Employee's Monthly Compensation, as adjusted pursuant to Section 6-2(e)(2)(v) above; or b) the value of the following as adjusted pursuant to Section 6-2(e)(2)(v) above:

1. For Eligible Employees who are sworn members of the Atlanta Police Department or Atlanta Fire Rescue Department hired after January 1, 1986 and before November 1, 2011: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 3%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.
2. For all non-sworn Eligible Employees hired before November 1, 2011: Monthly Compensation, multiplied by Years of Service at the Date of Disability, multiplied by 2.5%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.
3. For all Eligible Employees hired on or after November 1, 2011: Monthly Compensation, multiplied by Years of Service at the Date of



Disability, multiplied by 2%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.

iii. Catastrophic Injury in the Line of Duty:

(A) For purposes of this Section 6-2 (e), "Catastrophic Injury" shall mean a sudden, violent, life-threatening injury sustained on or after November 1, 2011 by an Eligible Employee in the line of duty, that causes the Employee to be Totally and Permanently Disabled, and which injury is due to an externally-caused event or events. Catastrophic Injury shall be determined by the DSB Committee based upon the procedure set forth in Section 6-2 (e)(2)(i) above. Examples of Catastrophic Injury shall include without limitation the following:

1. Loss of sight in one or both eyes;
2. Loss of one or both feet at or above the ankle;
3. Loss of one or both hands at or above the wrist;
4. An injury to the spine that results in permanent and complete paralysis of both arms, both legs, or one arm and one leg;
5. An externally caused traumatic physical injury to the brain or skull that renders one physically or mentally unable to perform two or more Activities of Daily Living (feeding oneself, dressing, continence, bathing, toileting and transferring, i.e. getting in and out of bed), driving a motor vehicle, or similar activities; and/or
6. A permanent severely disabling injury or disorder that compromises the ability to carry out the activities of daily living to such a degree that the individual requires personal or mechanical assistance to leave home or bed or requires constant supervision to avoid physical harm to self or others.

(B) Any Eligible Employee who receives a Catastrophic Injury in the Line of Duty will receive a fixed monthly Long Term Disability Benefit equal to 100% of the top salary for the payroll grade and position that s/he occupied at the Date of Disability.

(4) Where an Eligible Employee believes that she has suffered a Total and Permanent Disability, s/he shall notify the DSB Committee as soon as practicable based upon the Eligible Employee's condition after the injury or illness is incurred. In addition, where a City Commissioner has any employee in her/his Department that claims to be Totally and Permanently Disabled, the Commissioner shall immediately notify the Commissioner of the Department of Human Resources, who shall immediately notify the DSB Committee. The DSB Committee shall determine if the Employee is an Eligible Employee, and if so, shall conduct an investigation and make a written determination regarding whether the Eligible Employee is Totally and Permanently Disabled, whether the Disability arose in the line of duty, and whether the Eligible

Employee suffered a Catastrophic Injury in the Line of Duty. The written determination shall be issued within 90 days of the date on which the DSB Committee was informed of the disability claim.

- (5) Where the DSB Committee determines that an Eligible Employee is Totally and Permanently Disabled, and the Eligible Employee receives a Disability Benefit, the DSB Committee shall have the right to conduct an annual review of the Eligible Employee's condition. A review may occur more often than one time per year if the DSB Committee reasonably believes that the Eligible Employee is no longer Totally and Permanently Disabled. The DSB Committee shall conduct its review and make its determination using the procedure set forth in Section 6-2 (e)(2)(i) above. As part of this review, the DSB Committee shall have the right to require the Eligible Employee to submit to a medical examination. The purpose of the examination shall be to determine whether the Eligible Employee has recovered sufficiently such that s/he is able to return to a job or work position for which he/she is or becomes reasonably qualified by education, training or experience. If the DSB Committee determines that the Eligible Employee is no longer Totally and Permanently Disabled, the payment of the Long Term Disability Benefit shall be discontinued. The City or the Eligible Employee may appeal the DSB Committee's determination(s) pursuant to applicable law and the process established by the DSB Committee.
- (6) All Employees who are not DB Plan Participants or "Eligible Employees" shall receive Long Term Disability Insurance coverage through their participation in the Retirement Plan."

**SECTION 7:** The Retirement Plan shall offer a Survivor Benefit to Eligible Employees. Accordingly, the following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):

“(f) Survivor Benefit

- (1) A Survivor Benefit is established pursuant to this Section 6-2. The Survivor Benefit is paid to the designated beneficiary of an Eligible Employee if the Employee dies prior to retiring from the City, and the death occurs on or after November 1, 2011. The terms of calculating and providing the Survivor Benefit are set forth below in this Section 6-2(f). The Survivor Benefit is different from the survivor pension benefit established in and provided pursuant to the DB Plans. DB Plan Participants hired prior to September 1, 2011, except for DB Hybrid Participants, may not receive a Survivor Benefit, but shall be eligible to receive a Survivor *Pension* through the applicable DB Plan.
- (2) The City of Atlanta will provide a Survivor Benefit that shall be paid monthly to the designated beneficiary or beneficiaries of an Eligible Employee at the time of her/his death, as calculated below in this Section 6-2(f), but only if the death occurs prior to the Eligible Employee's retirement.
- (3) Each Eligible Employee must designate a primary beneficiary and, if desired, a secondary beneficiary for the purpose of receiving a Survivor Benefit.



- (i) The primary beneficiary and secondary beneficiary (if any) must be a “Qualified Beneficiary”, thereby meeting one of the following descriptions:
    - (A) The spouse or domestic partner (as defined in the Atlanta Code of Ordinances) of the Eligible Employee; and/or
    - (B) The child or children (natural or legally adopted) of the Eligible Employee who is/are unmarried, and is either younger than 18 years of age, or younger than 23 years of age and enrolled as a full-time student at an accredited secondary school, college or university.
  - (ii) The Eligible Employee may not designate the same Qualified Beneficiary as a primary and a secondary beneficiary.
  - (iii) The Eligible Employee may change her/his primary and or secondary beneficiary to another Qualified Beneficiary/Beneficiaries in the manner prescribed by the City. Such changes may be made at any time, provided that the Employee does not make changes more than one time per month.
  - (iv) If the primary beneficiary should no longer meet the definition of “Qualified Beneficiary” at the time of the Eligible Employee’s death, the entire Survivor Benefit shall be provided to the secondary beneficiary (if any) provided that s/he is a Qualified Beneficiary.
- (4) Upon the death of an Eligible Employee, her/his primary and/or secondary Beneficiary may apply to the Disability and Survivor Benefits Committee for a Survivor Benefit equal to 75% of the application of the following formula:
- (i) For Eligible Employees who are sworn members of the Atlanta Police Department or Atlanta Fire Rescue Department and hired before November 1, 2011: Monthly Compensation, multiplied by Years of Service at the date of death, multiplied by 3%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.
  - (ii) For all non-sworn Eligible Employees hired before November 1, 2011: Monthly Compensation, multiplied by Years of Service at the date of death, multiplied by 2.5%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.
  - (iii) For all Eligible Employees hired on or after November 1, 2011: Monthly Compensation, multiplied by Years of Service at the date of death, multiplied by 2%, multiplied by the Vesting Percentage (if any) set forth in Section 6-2 (d)(4)(ii)(B) above.
  - (iv) For the calculations above, where an Eligible Employee received a Disability Benefit during any portion of her/his Years of Service, the “Years of Service at the date of death” calculation shall include the years or parts thereof in which s/he received a Disability Benefit.
- (5) The total monthly value of the Survivor Benefit shall be reduced by the monthly amount of the Eligible Employee’s survivor pension benefit as calculated under the applicable DB Pension Plan as amended by this Section 6-2, such that the total



monthly payment of the Survivor Benefit plus the survivor pension benefit shall not exceed 100% of the monthly value of the Survivor Benefit as calculated herein.

- (6) Where an Eligible Employee dies as a result of injuries incurred in the line of duty, her/his primary Qualified Beneficiary may receive a monthly payment for two years following the date of the Employee's death, and such payment shall be equal to the Compensation to which such Eligible Employee would have been entitled had s/he remained in active service. At the expiration of the two-year period referred to herein, the Survivor Benefit due the primary beneficiary shall be computed in accordance with the formula described in Section 6-2 (f)(4) above, except that the Eligible Employee's vesting percentage shall be calculated as 100%. The Survivor Benefit for a primary Qualified Beneficiary shall be paid to the secondary Qualified Beneficiary or Beneficiaries upon the death or ineligibility of the primary Qualified Beneficiary.
- (7) The Commissioner of the Department of Human Resources shall immediately notify the Disability Survivor Benefit Committee upon the death of any employee in her/his Department. The DSB Committee shall determine if the Employee is an Eligible Employee, and if so, shall conduct an investigation and make a written determination regarding whether the Eligible Employee's death was incurred in line of duty. It shall also determine whether the primary and secondary beneficiaries are Qualified Beneficiaries. The written determination shall be issued within 90 days of the date on which the DSB Committee was informed of the death. The DSB Committee shall conduct its review and make its determination using the procedure set forth in Section 6-2 (e)(2)(i) above. The City, the primary beneficiary and/or the secondary beneficiary may appeal the DSB Committee's determination pursuant to applicable law and the process established by the DSB Committee."

**SECTION 8:** The Retirement Plan shall allow DB Participants hired prior to November 1, 2011 to receive the Retirement Plan Benefits provided to DB Participants hired on or after November 1, 2011 as described below in this Section 9. The following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):

“(g) DB Hybrid Option.

- (1) Each DB Plan Participant hired prior to September 1, 2011 shall be given a choice about the Retirement Plan benefit package s/he receives on and after November 1, 2011. Specifically, each said DB Plan Participant may choose to: 1) continue in the Defined Benefit Plan pursuant to the terms being applied prior to November 1, 2011 as modified by this Section 6-2, and particularly as modified by Section 6-2(d)(2) that sets forth the increased employee contribution; or 2) receive a slightly modified version of the Retirement Plan benefit package provided to DB Plan Participants hired on and after September 1, 2011, as set forth below in this Section 6-2(g). In order to select the DB Hybrid Option, the DB Plan Participant must notify the City in writing in the manner and at the time prescribed by the City. Where the Employee does not provide written notification as prescribed by the City, the Employee will be



- deemed as choosing *not* to participate in the DB Hybrid Option. A decision of whether to participate in the DB Hybrid Option is irreversible.
- (2) Upon retirement, a DB Hybrid Participant shall receive the Pension Benefit s/he accumulated prior to November 1, 2011 (the calculation of which may include Compensation for work performed on or after November 1, 2011), plus the benefits accumulated from the Retirement Plan on and after November 1, 2011.
  - (3) For the Pension Benefit accumulated prior to November 1, 2011 by a DB Hybrid Participant, the amount of the Employee's pension ("Pre-Change Pension Benefit") shall be calculated as set forth below in Section 6-2(g)(6).
  - (4) Retirement Plan contributions by a DB Hybrid Participant on and after November 1, 2011 shall consist of 1) DB Plan Contributions as set forth in Section 6-2(d)(3) above; 2) DC Plan Mandatory Contributions as set forth in Section 6-2(c)(2) above; and may include 3) DC Plan Voluntary Contributions as set forth in Section 6-2(c)(5) above.
  - (5) A DB Hybrid Participant's Retirement Plan benefits for on and after November 1, 2011 shall be comprised of: 1) the Pension Benefit calculated as set forth above in Section 6-2(d)(4) as modified by Section 6-2(d)(6)(i), (ii), (iii), (iv) and (vii) only. Provisions 6-2(d)(6)(v) and (vi) shall not apply to DB Hybrid Participants. The Retirement Age and Age Penalty shall be determined in the manner utilized for DB Members hired prior to September 1, 2011 who are not DB Hybrid Participants.; 2) earnings from the Employee's Mandatory Contributions into the Section 401(a) portion of her/his Retirement Account and related City match contributions as described above in Section 6-2(c)(2); and earnings from the Employee's Voluntary Contributions into the Section 457(b) portion of her/his Retirement Account and related City match contributions as set forth in Section 6-2(c)(5).
  - (6) The calculation of the DB Hybrid Participant's Pre-Change Pension Benefit shall be as set forth in Section 6-2(d)(4) above, except for the following:
    - (i) The value of Years of Service in the DB Hybrid Participant's Pre-Change Pension Benefit Formula shall be the Years of Service between her/his date of hire and November 1, 2011. The value of the Years of Service factor in the DB Plan Participant's Pre-Change Benefit Formula shall be equal to the Years of Service accrued as of midnight on October 31, 2011. The DB Plan Participant will have a one-time opportunity to utilize her/his unused sick leave as of midnight October 31, 2011 to increase the Years of Service value in the Pre-Change Benefit Formula, provided that s/he retains no fewer than 80 hours of unused sick leave for future use. The increase shall be calculated as described in the applicable DB Plan, except that retirement shall not be required to apply the sick leave in this manner. The DB Plan Participant must designate the number of sick leave hours s/he wishes to apply to the Pre-Change Benefit Formula prior to November 1, 2011, at the time and in the manner prescribed by the City. Any sick leave hours used by the DB Plan Participant to enhance her/his Years of Service value may not be used in the future for sick leave or any other purpose
    - (ii) The value of Annual Compensation in the DB Hybrid Participant's Pre-Change Pension Benefit Formula shall be calculated based upon the highest Compensation received by the Employee over a consecutive 36 month period, regardless of whether all or a portion of the consecutive 36 months occurs prior to



November 1, 2011. The Compensation amount may be increased by adding the value of unused annual leave as described in the applicable DB Plan.

- (7) The Long Term Disability Benefits and Survivor Benefits afforded to DB Employees hired on or after November 1, 2011, as described in Sections 6-2 (e) and (f) above, shall be provided to DB Hybrid Participants on and after November 1, 2011.”

**SECTION 9:** The following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):

“(h) The City will engage an accredited actuarial firm to provide annual actuarial valuations (“Actuarial Valuation”) of the three Defined Benefit Plans. Each Actuarial Valuation shall include a calculation of the Actual Required Contribution (“ARC”) owed by the City in the upcoming fiscal year.

- (1) Where an Actuarial Valuation anticipates that the City’s ARC for the next fiscal year will exceed 35% of the Total Payroll (the “Cap”), a Cost Recovery Plan shall be implemented. The Cost Recovery Plan shall consist of the following:
- (i) The Mayor or her/his designee shall direct the actuary to present an analysis of the ARC’s escalation and to provide additional information as requested by herself/himself or by the City Council.
  - (ii) The first fiscal year that the ARC exceeds the Cap, the City will pay the full amount of the Overage. The Overage shall be paid from the City’s General Fund reserves, and the details of the payment will be set forth in duly enacted legislation.
  - (iii) During that first fiscal year, a committee shall be formed to identify potential methods and sources for mitigating and/or paying for the Overage in future fiscal years, and the committee shall provide recommendations to the City Council and the Mayor. These recommendations may include, without limitation, increasing employee and/or City DB contributions, modifying pension benefits, and/or utilizing alternative funding sources. The Committee shall be comprised of: the Mayor or her/his designee; the City Council President or her/his designee; the Chair of the Finance Executive Committee; the Chief Operating Officer; the Chief Financial Officer; the City Attorney; one elected representative from the General Employees’ Pension Fund, from the Firefighters’ Pension Fund, and from the Police Officers’ Pension Fund; and the President or her/his designee of AFSCME, IAFF, IBPO and PACE, or the successor organization of any of these unions. No recommendation by the committee shall take effect unless and until it is authorized by duly enacted legislation.
  - (iv) In the event that the City fails to enact legislation directing how the Overage will be funded during the second and/or future years in which the CAP is exceeded, the cost of the Overage shall be shared equally by the City and the DB Plan Participants. The DB Plan Participants shall pay their portion of the Overage through increased contributions in a cumulative amount that is one half of the Overage, except that the amount of a Participant’s increased contribution in any



given fiscal year shall not exceed 5% of her/his Compensation. This increase amount shall be paid in addition to the Employee's current DB Plan contribution as set forth in Section 6-2 (d)(2), (d)(3) or (g)(4). The City will pay the full amount of that portion of the Overage that exceeds 10% in any given fiscal year. In a fiscal year where no Overage exists, the Employee shall not pay an increased DB Plan contribution, but shall pay only her/his current DB Plan contribution as established by Section 6-2 (d)(2), (d)(3) or (g)(4).

- (v) In each fiscal year for which the City has failed to enact legislation directing how the Overage will be funded, the amount of the Employees' and the City's increased contributions shall be modified based upon the size of the Overage as set forth in the Actuarial Valuation. The amount of the increased contributions shall be calculated as set forth in the immediately preceding subsection (iv). For the avoidance of doubt, each DB Plan Participant's 5% of Compensation increase amount shall not escalate above the 5% total from year to year.
  - (vi) Where the Overage is eliminated in a fiscal year, but reappears within one or both of the next two fiscal years, the payment of the Overage shall be shared by the DB Plan Participants and the City as set forth in Subsections (iv) and (v) above, without the one year payment made solely by the City as set forth in Subsection (ii) above. Where the Overage is eliminated and the ARC remains lower than the CAP for more than 2 consecutive fiscal years, a new Cost Recovery Plan shall thereafter be implemented if and when the ARC exceeds the CAP.
- (2) In the event that the unfunded liability amount reaches 15% or less, the City may reduce the DB Plan Participants' contribution amount through duly enacted legislation.
- (3) If a Court with jurisdiction over this matter rules that this Section 6-2(i) is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Section 6-2 shall not be affected or impaired by said ruling."

**SECTION 10:** The following shall be added to Section 6-2 in the City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions):

"(i) The City may modify one or more of the DB Plans, the DC Retirement Plan, and/or any other aspect of the Retirement Plan in a manner that is consistent with applicable laws."

**SECTION 11:** The City of Atlanta Related Laws are hereby amended to modify the Fire Fighters' Pension Fund. City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions), Article IV (Firefighters), Sections 6-366 through 6-420, shall be amended by adding a new Section 6-400 that shall read as follows:

**Sec. 6-400.** Application of Pension Modification pursuant to City Related Laws Section 6-2.

There has been raised and established funds for the aid, relief and pension of members of the Atlanta Fire Department who were in active service on or after the date of the passage of this act ("Firefighters' Pension Fund"). The terms of



the Firefighters' Pension Fund have been modified by City Related Laws Section 6-2. The terms of the Firefighters' Pension Fund shall be as set forth in City Related Laws Sections 6-366 through 6-420, as amended by Related Laws Section 6-2. The retirement plan and benefits of the following members of the Firefighters' Pension Fund shall not be impacted by Related Laws Section 6-2: 1) members who were active service City Employees on November 1, 2011 who were hired by the City and joined the Firefighters' Pension Fund prior to January 1, 1984, and had continuous City service, or had had a break in service and purchased the interim pension benefits upon rehire; and 2) members who retired before November 1, 2011."

**SECTION 12:** The City of Atlanta Related Laws are hereby amended to modify the Police Department Pension Fund. City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions), Article III (Police Department), Sections 6-221 through 6-280, shall be amended by adding a new Section 6-258 that shall read as follows:

"Sec. 6- 258. Application of Pension Modification pursuant to City Related Laws Section 6-2.

There has been raised and established funds for the relief and pensioning of members of the Atlanta Police Department who were in active service on or after the date of the passage of this act ("Police Officers' Pension Fund"). The terms of the Police Officers' Pension Fund have been modified by City Related Laws Section 6-2. The terms of the Police Officers' Pension Fund shall be as set forth in City Related Laws Sections 6-221 through 6-280, as amended by Related Laws Section 6-2. The retirement plan and benefits of the following members of the Police Officers' Pension Fund shall not be impacted by Related Laws Section 6-2: 1) members who were active service City Employees on November 1, 2011 who were hired by the City and joined the Police Officers' Pension Fund prior to January 1, 1984, and had continuous City service, or had had a break in service and purchased the interim pension benefits upon rehire; and 2) members who retired before November 1, 2011."

**SECTION 13:** The City of Atlanta Related Laws are hereby amended to modify the Nonuniformed Officers and Employees Pension Fund. City of Atlanta Code, Part I (Charter and Related Laws), Subpart B (Related Laws), Chapter 6 (Pensions), Article II (Nonuniformed Officers and Employees), Sections 6-36 through 6-140, shall be amended by adding a new Section 6-104 that shall read as follows:

"Sec. 6-104. Application of Pension Modification pursuant to City Related Laws Section 6-2.

There has been raised and established funds for the relief and pensioning of members of nonuniformed officers and employees of the City of Atlanta who were in active service on or after the date of the passage of this act ("General Employees' Pension Fund"). The terms of the General Employees' Pension Fund



have been modified by City Related Laws Section 6-2. The terms of the General Employees' Pension Fund shall be as set forth in City Related Laws Sections 6-36 through 6-140, as amended by Related Laws Section 6-2. The retirement plan and benefits of the following members of the General Employees' Pension Fund shall not be impacted by Related Laws Section 6-2: 1) members who were active service City Employees on November 1, 2011 who were hired by the City and joined the General Employees' Pension Fund prior to January 1, 1984, and had continuous City service, or had had a break in service and purchased the interim pension benefits upon rehire; and 2) members who retired before November 1, 2011."

**SECTION 14:** This Ordinance shall take effect at the time of its adoption.

**SECTION 15:** All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of the conflict.

A true copy



Deputy Municipal Clerk

ADOPTED as amended by the Council  
APPROVED by Mayor Kasim Reed

June 29, 2011  
June 29, 2011

**Section 3-507. - Modification of pension plans.**

As authorized by the provisions of the Constitution of the State of Georgia of 1983, Article IX, Section II, Paragraph III(a)(14), the Acts, approved February 15, 1933, August 13, 1927, and August 20, 1974 (found respectively at Ga. L. 1933, p. 213, et seq.; Ga. L. 1927, p. 265, et seq.; Ga. L. 1924, p. 167, et seq., all as amended), providing for pensions for officials and employees of cities having a population of 300,000 or more according to the United States Census of 1920 or any subsequent census thereof, shall be modified, insofar as they appertain to employees and officials of the City of Atlanta and its board of education in accordance with the following rules and procedures:

- (1) Any other provisions in the Charter notwithstanding, any pension law modification shall be effected only by ordinance adopted by at least two-thirds of the total membership of the council and duly approved by the mayor;
- (2) Any such ordinance shall be considered by the council only after receipt of:
  - a. An investigation by an independent actuary of any such proposed modification, evidenced by a written report from such actuary which shall include, but not be limited to, such actuary's analysis of the funding requirements relating to any such modification and the opinion of such actuary as to the propriety of any such modification. Any such opinion must state that such modification is in conformity with applicable state laws governing the funding requirements for modifications to such pension plans. Such opinion shall be accompanied by the written recommendations of the city attorney and chief financial officer;
  - b. A written recommendation concerning such ordinance adopted by at least two-thirds of the membership of the board of trustees of each of the respective pension funds affected by such modification; such recommendation shall be considered by, but shall not be binding upon, the council;
  - c. Any such ordinance modifying the Act approved August 13, 1927 (Ga. L. 1927, p. 265 et seq., as amended) and affecting employees of the Atlanta Board of Education shall become effective as to such employees only after such modification is adopted by a majority of the total membership of the Atlanta Board of Education.
- (3) No substitute or amendment to any ordinances presented to the council hereunder shall be considered without a subsequent investigation of such proposed substitute or amendment by an independent actuary as provided in (b)(1), hereinabove, and the recommendation of the board of trustees of the respective pension fund affected by such modification as set forth in (b)(2), hereinabove;

No ordinance which modifies any of the aforesaid pension laws and has a fiscal impact on the pension systems established by such laws shall be adopted by the council or approved by the mayor until adequate provision for funding such modification has been made to defray the fiscal impact of such modification;

*(1996 Ga. L. (Act No. 1019), p. 4469; Ord. No. 2010-73(10-O-1892), § 1, 12-15-10)*



THE SEGAL COMPANY  
2018 Powers Ferry Road SE Suite 850 Atlanta, GA 30339-7200  
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June 29, 2011

Atlanta City Council  
55 Trinity Avenue, SW, Suite 2900  
Atlanta, GA 30303

Re: **City of Atlanta Retirement Plan Changes**

Dear Council:

Enclosed is the actuarial impact statement for the recent changes to the City's three defined benefit plans:

- City of Atlanta General Employees' Pension Fund
- City of Atlanta Firefighters' Pension Plan; and
- City of Atlanta Police Officers' Pension Plan

The impact statement presents costs using plan demographics and related liabilities as of July 1, 2010. For purposes of this study, the July 1, 2010 actuarial valuation is used to determine the contribution requirements for Fiscal Year 2012, the period July 1, 2011 through June 30, 2012.

If you have any questions regarding the impact statement, please contact us at (678)306-3100.

Sincerely,

Leon (Rocky) Joyner, FCA, ASA, EA, MAAA  
Vice President and Consulting Actuary

Eric J. Atwater, FCA, FSA, EA, MAAA  
Consulting Actuary

Enclosure

cc: Deborah K. Brigham, The Segal Company  
Danelle B. Cook, The Segal Company

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Benefits, Compensation and HR Consulting Offices throughout the United States and Canada



Founding Member of the Multinational Group of Actuaries and Consultants, a global affiliation of independent firms

**City of Atlanta  
General Employee Retirement Plan**

Actuarial Impact Statement

**Assumptions**

Assumptions from the most recent actuarial valuations (July 1, 2010 for General; January 1, 2010 for Fire and Police) are used in the projections and summarized as follows:

|                               |  |
|-------------------------------|--|
| <b>Discount Rate</b>          | 8.00% for General; 7.75% for Police and Fire   |
| <b>Investment Return</b>      | 8.00% for General; 7.75% for Police and Fire annually  |
| <b>Projection Methodology</b> | Projected liabilities based on July 1, 2010 valuation assuming all economic and demographic assumptions are met thereafter;<br>Future hire age 35 (28 for Public Safety) with average salary of \$35K (\$40K for Public Safety) assumed to replace current employees such that participant counts remain constant; projected salary assumed to increase 3.25% per year |
| <b>Market Value of Assets</b> | Based on assets as of April 12, 2011 as reported by Gray & Co.;<br>General Employees = \$850,644,269 ; Fire = \$501,925,302; Police = \$704,496,006  |
| <b>Asset Valuation Method</b> | 5-year smoothing of investment gains/losses  |
| <b>Funding Method</b>         | Entry Age Normal (replacement life methodology – i.e., Normal cost reflects benefits for future employees; see Exhibit E for detailed explanation)   |
| <b>Data</b>                   | General Employees as of July 1, 2009 with age/service adjusted to July 1, 2010; Fire & Police as of January 1, 2010 with age/service adjusted to July 1, 2010  |
| <b>Employee Contributions</b> | <i>Assumes employees contribute 11.75% toward retirement (unless specifically stated)</i>  |
| <b>City's Contribution</b>    | Based on July 1 <sup>st</sup> valuation preceding fiscal year, adjusted for timing;<br>Assumes City fully funds Annual Required Contribution (ARC); ARC = Normal Cost plus Payment to amortize Unfunded Actuarial Accrued Liability (UAAL) over closed 30-year period, increasing approximately 3.50% per year   |

**Plan Changes**

The following plan changes are reflected in this study:

|                                    | Current Employees  | Future Employees (Proposed Plan)   |                          |
|------------------------------------|--|--|--------------------------|
|                                    |  | DB   | DC                       |
| <b>Multiplier</b>                  | 3.00% (Sworn Fire and Police)  | ✓<br>1.00%   | N/A                      |
|                                    | 2.50% (General Employees)  |  |                          |
|                                    | 2.00% (All hires on or after July 1, 2010)   |  |                          |
| <b>City Match</b>                  | N/A  | N/A  | 1-to-1 Match up to 8.00% |
| <b>Employee Contributions</b>      | 12.00% (Without Beneficiary)   | 8.00% (Mandatory - With or Without Beneficiary)  | 3.75% (Mandatory)        |
|                                    | 13.00% (With Beneficiary)  |  | 4.25% (Voluntary)        |
| <b>Standard Form of Payment</b>    | <ul style="list-style-type: none"> <li>Without Beneficiary - Single Life Annuity</li> <li>With Beneficiary - 75% Joint-and-Survivor</li> </ul> | <ul style="list-style-type: none"> <li>With or Without Beneficiary - Single Life Annuity (Other Optional Forms Available)</li> </ul> |                          |
| <b>Vesting Period</b>              | 10 Years   | 15 Years   | 5 Years                  |
|                                    | 15 Years (Hires on or after July 1, 2010)  |  |                          |
| <b>Normal Retirement Age (NRA)</b> | Age 55 (Sworn Fire and Police)   | Age 57 (Sworn Fire and Police)   |                          |
|                                    | Age 60 (General Employees)   | Age 62 (General Employees)   |                          |
| <b>Early Retirement Age (ERA)</b>  | No minimum age; penalty applied for early retirement   | Age 47 (Sworn Fire and Police) with penalty  |                          |
|                                    |  | Age 52 (General Employees) with penalty  |                          |
| <b>Early Retirement Penalty</b>    | 6.00% per year for first 5 years before NRA; 3.00% per year thereafter   | 6.00% per year before NRA  |                          |
| <b>COLA</b>                        | Up to 3.00%  | ✓<br>Up to 1.00%   | N/A                      |
| <b>Salary Calculation</b>          | Highest Consecutive 3 Years (Avg.)   | ✓<br>Highest Consecutive 10 Years (Avg.)   | N/A                      |
| <b>Sick Leave/Vacation</b>         | Application unchanged  | Not applied to benefits  | Not applied to benefits  |

**Financial Impact**

The impact for each of the City’s three pension plans are in the exhibits shown on pages 6- 9.

- Exhibit A – All City of Atlanta Retirement Plans\*
- Exhibit B - City of Atlanta General Employees’ Pension Fund
- Exhibit C - City of Atlanta Firefighters’ Pension Plan
- Exhibit D - City of Atlanta Police Officers’ Pension Plan

\* excludes 401 (a) Defined Contribution Plan for General Employees in job grades 19 and above

**Additional Considerations**

*Defined Contribution Plan*

The projected cost for the Defined Contribution (DC) plan assumes employees contribute only the mandatory 3.75% of pay. However, the proposed plan allows employees to contribute up to an additional 4.25% of pay, for a total of 8.00%. The impact of employees contributing the additional 4.25% is not reflected in this study and will cause the City’s cost to increase if employees elect to contribute more. The impact of employees contributing more than the 3.75% will be minimal for the first three to four years as new employees are hired. The following table shows the projected impact of new employees contributing an additional 1.00% toward the DC plan.

| <b>Fiscal Year</b> | <b>Plan</b>   | <b>Projected Payroll<br/>(in millions)</b> | <b>Impact of Additional 1%<br/>DC Contributions*</b> |
|--------------------|---------------|--|--|
| 2015               | General       | \$26.2                                     | \$260,000  |
|                    | Fire          | \$8.3                                      | \$80,000   |
|                    | <u>Police</u> | <u>\$11.2</u>                              | <u>\$112,000</u>                                     |
|                    | Total         | \$45.7                                     | \$452,000  |
| 2017               | General       | \$44.4                                     | \$440,000  |
|                    | Fire          | \$12.7                                     | \$127,000  |
|                    | <u>Police</u> | <u>\$19.6</u>                              | <u>\$196,000</u>                                     |
|                    | Total         | \$76.7                                     | \$763,000  |
| 2020               | General       | \$79.8                                     | \$800,000  |
|                    | Fire          | \$19.0                                     | \$190,000  |
|                    | <u>Police</u> | <u>\$29.2</u>                              | <u>\$292,000</u>                                     |
|                    | Total         | \$128.0                                    | \$1,282,000  |

\* Rounded

*Opt-in Provisions*

The proposed plan also allows current employees the option of entering the proposed plan. In our projections, we have assumed that employees act in their best interest. Based on the benefits provided in the current plan, we did not model any current employees options into the proposed plan. If current employees were to opt into the proposed plan, the anticipated savings to the City would be greater in the later years, as employees would retire with less benefits than assumed.

*Change in Assumptions*

The current assumptions are assumed to remain for the projections shown. If the discount rate were lowered 1.00% (assuming no other changes) in the future, then the normal cost would increase approximately 25% and the Actuarial Accrued Liability would increase about 15%. The change to lower the discount rate would still provide savings relative the current plan but would result in higher cost compared to the City’s budget. The “building block” approach is used to develop the actuarial assumptions with inflation being the base component. Therefore, any changes in the discount rate would be accompanied by a similar change in the salary growth assumption. Thus, the liabilities would be adjusted accordingly.

*Impact of Investment Return less than 8.00%*

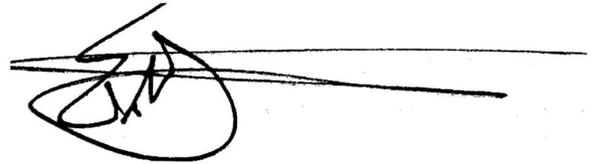
The impact shown assumes an investment return of 8.00% annually. If the Plans earn less than 8% then the City’s Unfunded Actuarial Accrued Liability will increase more than assumed and cause the corresponding cost to increase as well. For example, if the Plans earn 2.00% less than assumed (or 6.00%) then the average cost for the proposed plan increases about \$30 million over the next 15 years.

The actuarial valuation and study for the proposed plan has been completed in accordance with generally accepted actuarial principles and practices. To the best of our knowledge, the information supplied in this report is complete and accurate. Further, in our opinion, the assumptions and methods used in this study are reasonably related to the experience of and expectations for the Plan.

Sincerely,



**Leon (Rocky) Joyner, FCA, ASA, EA, MAAA**  
Vice President and Consulting Actuary



**Eric J. Atwater, FCA, FSA, EA, MAAA**  
Consulting Actuary

**Date: June 29, 2011**

**City of Atlanta**  
**All Retirement Plans**  
*Impact of Proposed Plan Changes*

|   | Fiscal Year 2012 |                 |                | Fiscal Year 2015 |                 |                | Fiscal Year 2020 |                 |                 |
|---|------------------|-----------------|----------------|------------------|-----------------|----------------|------------------|-----------------|-----------------|
|   | Current Plan     | Proposed Plan   | Change         | Current Plan     | Proposed Plan   | Change         | Current Plan     | Proposed Plan   | Change          |
| 1. Present Value of Future Benefits                         | \$3,756,700,000  | \$3,756,700,000 | \$0            | \$4,174,300,000  | \$4,136,500,000 | (\$37,800,000) | \$4,884,900,000  | \$4,722,700,000 | (\$162,200,000) |
| 2. Actuarial Accrued Liability (AAL)                        | \$3,382,100,000  | \$3,608,200,000 | \$226,100,000  | \$3,802,600,000  | \$3,975,600,000 | \$173,000,000  | \$4,471,300,000  | \$4,545,200,000 | \$73,900,000    |
| 3. Actuarial Value of Assets (AVA)                          | \$1,944,900,000  | \$1,944,900,000 | \$0            | \$2,292,500,000  | \$2,292,500,000 | \$0            | \$2,968,400,000  | \$2,968,400,000 | \$0             |
| 4. Unfunded Actuarial Accrued Liability (UAAL)<br>(2) - (3) | \$1,437,200,000  | \$1,663,300,000 | \$226,100,000  | \$1,510,100,000  | \$1,683,100,000 | \$173,000,000  | \$1,502,900,000  | \$1,576,800,000 | \$73,900,000    |
| 5. Funded Percentage [(9)/(2)]                              | 57.5%            | 53.9%           | -3.6%          | 60.3%            | 57.7%           | -2.6%          | 66.4%            | 65.3%           | -1.1%           |
| 6. Gross Normal Cost  | \$43,900,000     | \$19,200,000    | (\$24,700,000) | \$47,800,000     | \$20,700,000    | (\$27,100,000) | \$54,800,000     | \$23,700,000    | (\$31,100,000)  |
| 7. Expected Employee contributions                          | (\$21,500,000)   | (\$29,100,000)  | (\$7,600,000)  | (\$22,600,000)   | (\$34,400,000)  | (\$11,800,000) | (\$25,400,000)   | (\$35,600,000)  | (\$10,200,000)  |
| 8. Employer Normal Cost [(6)+(7)]                           | \$22,400,000     | (\$9,900,000)   | (\$32,300,000) | \$25,200,000     | (\$13,700,000)  | (\$38,900,000) | \$29,400,000     | (\$11,900,000)  | (\$41,300,000)  |
| 9. Payment on UAAL  | \$75,400,000     | \$87,300,000    | \$11,900,000   | \$84,300,000     | \$94,400,000    | \$10,100,000   | \$95,700,000     | \$109,000,000   | \$13,300,000    |
| 10. Interest/Timing Adjustment                              | \$8,100,000      | \$6,300,000     | (\$1,800,000)  | \$9,000,000      | \$6,500,000     | (\$2,500,000)  | \$10,300,000     | \$7,800,000     | (\$2,500,000)   |
| 11. Total Defined Benefit (DB) Plan Cost [(8)+(9)+(10)]     | \$105,900,000    | \$83,700,000    | (\$22,200,000) | \$118,500,000    | \$87,200,000    | (\$31,300,000) | \$135,400,000    | \$104,900,000   | (\$30,500,000)  |
| 12. Projected Payroll for Fiscal Year (FY)                  | \$291,500,000    | \$291,500,000   | N/A            | \$311,500,000    | \$311,500,000   | N/A            | \$358,100,000    | \$358,100,000   | N/A             |
| 13. DB Cost as a % of Payroll for FY [(11)/(12)]            | 36.3%            | 28.7%           | -7.6%          | 38.0%            | 28.0%           | -10.1%         | 37.8%            | 29.3%           | -8.5%           |
| 14. Defined Contribution (DC) Plan Cost                     | \$0              | \$0             | \$0            | \$0              | \$1,700,000     | \$1,700,000    | \$0              | \$4,800,000     | \$4,800,000     |
| 15. DC Cost as a % of Payroll for FY [(14)/(12)]            | 0.00%            | 0.00%           | 0.00%          | 0.00%            | 0.55%           | 0.55%          | 0.00%            | 1.34%           | 1.34%           |
| 16. Total Retirement Plan Cost [(11)+(14)]                  | \$105,900,000    | \$83,700,000    | (\$22,200,000) | \$118,500,000    | \$88,900,000    | (\$29,600,000) | \$135,400,000    | \$109,700,000   | (\$25,700,000)  |

**City of Atlanta**  
**General Employees' Retirement Plan**  
*Impact of Proposed Plan Changes*

|  | Fiscal Year 2012      |                       |                | Fiscal Year 2015      |                       |                | Fiscal Year 2020       |                        |                |
|--|-----------------------|-----------------------|----------------|-----------------------|-----------------------|----------------|------------------------|------------------------|----------------|
|  | Current Plan          | Proposed Plan         | Change         | Current Plan          | Proposed Plan         | Change         | Current Plan           | Proposed Plan          | Change         |
| 1. Present Value of Future Benefits                            | \$1,688,700,000       | \$1,688,700,000       | \$0            | \$1,843,500,000       | \$1,833,200,000       | (\$10,300,000) | \$2,122,100,000        | \$2,052,000,000        | (\$70,100,000) |
| 2. Actuarial Accrued Liability (AAL)                           | \$1,517,000,000       | \$1,615,900,000       | \$98,900,000   | \$1,685,300,000       | \$1,753,700,000       | \$68,400,000   | \$1,935,600,000        | \$1,959,000,000        | \$23,400,000   |
| 3. Actuarial Value of Assets (AVA)                             | <u>\$866,900,000</u>  | <u>\$866,900,000</u>  | \$0            | <u>\$996,800,000</u>  | <u>\$996,100,000</u>  | -\$700,000     | <u>\$1,257,500,000</u> | <u>\$1,201,400,000</u> | -\$56,100,000  |
| 4. Unfunded Actuarial Accrued Liability (UAAL)<br>[(2) - (3)]  | \$650,100,000         | \$749,000,000         | \$98,900,000   | \$688,500,000         | \$757,600,000         | \$69,100,000   | \$678,100,000          | \$757,600,000          | \$79,500,000   |
| 5. Funded Percentage [(3)/(2)]                                 | 57.2%                 | 53.7%                 | -3.5%          | 59.2%                 | 56.8%                 | -2.4%          | 65.0%                  | 61.3%                  | -3.6%          |
| 6. Gross Normal Cost   | \$19,500,000          | \$9,600,000           | (\$9,900,000)  | \$21,400,000          | \$10,600,000          | (\$10,800,000) | \$25,200,000           | \$12,400,000           | (\$12,800,000) |
| 7. Expected Employee contributions                             | <u>(\$11,600,000)</u> | <u>(\$15,500,000)</u> | (\$3,900,000)  | <u>(\$12,500,000)</u> | <u>(\$18,700,000)</u> | (\$6,200,000)  | <u>(\$14,600,000)</u>  | <u>(\$20,000,000)</u>  | (\$5,400,000)  |
| 8. Employer Normal Cost [(6) + (7)]                            | \$7,900,000           | (\$5,900,000)         | (\$13,800,000) | \$8,900,000           | (\$8,100,000)         | (\$17,000,000) | \$10,600,000           | (\$7,600,000)          | (\$18,200,000) |
| 9. Payment on UAAL   | \$33,600,000          | \$38,700,000          | \$5,100,000    | \$37,900,000          | \$41,700,000          | \$3,800,000    | \$42,600,000           | \$47,600,000           | \$5,000,000    |
| 10. Interest/Timing Adjustment                                 | <u>\$3,500,000</u>    | <u>\$2,800,000</u>    | (\$700,000)    | <u>\$4,000,000</u>    | <u>\$2,900,000</u>    | (\$1,100,000)  | <u>\$4,600,000</u>     | <u>\$3,500,000</u>     | (\$1,100,000)  |
| 11. Total Defined Benefit (DB) Plan<br>Cost [(6) + (9) + (10)] | \$45,000,000          | \$35,600,000          | (\$9,400,000)  | \$50,800,000          | \$36,500,000          | (\$14,300,000) | \$57,800,000           | \$43,500,000           | (\$14,300,000) |
| 12. Projected Payroll for Fiscal Year (FY)                     | \$157,100,000         | \$157,100,000         | N/A            | \$167,000,000         | \$167,000,000         | N/A            | \$196,300,000          | \$196,300,000          | N/A            |
| 13. DB Cost as a % of Payroll for FY [(11)/(12)]               | 28.6%                 | 22.7%                 | -6.0%          | 30.4%                 | 21.9%                 | -8.6%          | 29.4%                  | 22.2%                  | -7.3%          |
| 14. Defined Contribution (DC) Plan<br>Cost                     | \$0                   | \$0                   | \$0            | \$0                   | \$1,000,000           | \$1,000,000    | \$0                    | \$3,000,000            | \$3,000,000    |
| 15. DC Cost as a % of Payroll for FY [(14)/(12)]               | 0.00%                 | 0.00%                 | 0.00%          | 0.00%                 | 0.60%                 | 0.60%          | 0.00%                  | 1.53%                  | 1.53%          |
| 16. Total Retirement Plan Cost<br>[(11) + (14)]                | \$45,000,000          | \$35,600,000          | (\$9,400,000)  | \$50,800,000          | \$37,500,000          | (\$13,300,000) | \$57,800,000           | \$46,500,000           | (\$11,300,000) |

**City of Atlanta**  
**Firefighters' Retirement Plan**  
*Impact of Proposed Plan Changes*

|  | Fiscal Year 2012 |               |               | Fiscal Year 2015 |               |                | Fiscal Year 2020 |                 |                |
|--|------------------|---------------|---------------|------------------|---------------|----------------|------------------|-----------------|----------------|
|  | Current Plan     | Proposed Plan | Change        | Current Plan     | Proposed Plan | Change         | Current Plan     | Proposed Plan   | Change         |
| 1. Present Value of Future Benefits                                | \$823,200,000    | \$823,200,000 | \$0           | \$916,200,000    | \$902,700,000 | (\$13,500,000) | \$1,049,000,000  | \$1,009,600,000 | (\$39,400,000) |
| 2. Actuarial Accrued Liability (AAL)                               | \$757,000,000    | \$798,500,000 | \$41,500,000  | \$841,200,000    | \$874,300,000 | \$33,100,000   | \$965,100,000    | \$978,300,000   | \$13,200,000   |
| 3. Actuarial Value of Assets (AVA)                                 | \$443,400,000    | \$443,400,000 | \$0           | \$519,800,000    | \$517,600,000 | (\$2,200,000)  | \$657,000,000    | \$628,200,000   | (\$28,800,000) |
| 4. Unfunded Actuarial Accrued Liability (UAAL)<br>[(2) - (3)]      | \$313,600,000    | \$355,100,000 | \$41,500,000  | \$321,400,000    | \$356,700,000 | \$35,300,000   | \$308,100,000    | \$350,100,000   | \$42,000,000   |
| 5. Funded Percentage [(3)/(2)]                                     | 58.6%            | 55.5%         | -3.0%         | 61.8%            | 59.2%         | -2.6%          | 68.1%            | 64.2%           | -3.9%          |
| <b>6. Gross Normal Cost</b>  | \$8,700,000      | \$3,400,000   | (\$5,300,000) | \$9,200,000      | \$3,500,000   | (\$5,700,000)  | \$10,200,000     | \$3,900,000     | (\$6,300,000)  |
| 7. Expected Employee contributions                                 | (\$3,500,000)    | (\$4,500,000) | (\$1,000,000) | (\$3,300,000)    | (\$5,000,000) | (\$1,700,000)  | (\$3,500,000)    | (\$4,800,000)   | (\$1,300,000)  |
| 8. Employer Normal Cost [(6) + (7)]                                | \$5,200,000      | (\$1,100,000) | (\$6,300,000) | \$5,900,000      | (\$1,500,000) | (\$7,400,000)  | \$6,700,000      | (\$900,000)     | (\$7,600,000)  |
| 9. Payment on UAAL   | \$16,700,000     | \$18,900,000  | \$2,200,000   | \$18,200,000     | \$20,200,000  | \$2,000,000    | \$19,800,000     | \$22,500,000    | \$2,700,000    |
| 10. Interest/Timing Adjustment                                     | \$1,800,000      | \$1,500,000   | (\$300,000)   | \$1,900,000      | \$1,500,000   | (\$400,000)    | \$2,200,000      | \$1,700,000     | (\$500,000)    |
| <b>11. Total Defined Benefit (DB) Plan Cost [(8) + (9) + (10)]</b> | \$23,700,000     | \$19,300,000  | (\$4,400,000) | \$26,000,000     | \$20,200,000  | (\$5,800,000)  | \$28,700,000     | \$23,300,000    | (\$5,400,000)  |
| 12. Projected Payroll for Fiscal Year (FY)                         | \$44,800,000     | \$44,800,000  | N/A           | \$45,900,000     | \$45,900,000  | N/A            | \$51,000,000     | \$51,000,000    | N/A            |
| 13. DB Cost as a % of Payroll for FY [(11)/(12)]                   | 52.9%            | 43.1%         | -9.8%         | 56.6%            | 44.0%         | -12.6%         | 56.3%            | 45.7%           | -10.6%         |
| <b>14. Defined Contribution (DC) Plan Cost</b>                     | \$0              | \$0           | \$0           | \$0              | \$300,000     | \$300,000      | \$0              | \$700,000       | \$700,000      |
| 15. DC Cost as a % of Payroll for FY [(14)/(12)]                   | 0.00%            | 0.00%         | 0.00%         | 0.00%            | 0.65%         | 0.65%          | 0.00%            | 1.37%           | 1.37%          |
| <b>16. Total Retirement Plan Cost [(11) + (14)]</b>                | \$23,700,000     | \$19,300,000  | (\$4,400,000) | \$26,000,000     | \$20,500,000  | (\$5,500,000)  | \$28,700,000     | \$24,000,000    | (\$4,700,000)  |

**City of Atlanta**  
**Police Officers' Retirement Plan**  
*Impact of Proposed Plan Changes*

|   | Fiscal Year 2012     |                      |                | Fiscal Year 2015     |                       |                | Fiscal Year 2020       |                        |                |
|---|----------------------|----------------------|----------------|----------------------|-----------------------|----------------|------------------------|------------------------|----------------|
|   | Current Plan         | Proposed Plan        | Change         | Current Plan         | Proposed Plan         | Change         | Current Plan           | Proposed Plan          | Change         |
| 1. Present Value of Future Benefits                           | \$1,244,800,000      | \$1,244,800,000      | \$0            | \$1,414,600,000      | \$1,400,500,000       | (\$14,100,000) | \$1,713,800,000        | \$1,661,100,000        | (\$52,700,000) |
| 2. Actuarial Accrued Liability (AAL)                          | \$1,108,100,000      | \$1,193,800,000      | \$85,700,000   | \$1,276,100,000      | \$1,347,600,000       | \$71,500,000   | \$1,570,600,000        | \$1,607,900,000        | \$37,300,000   |
| 3. Actuarial Value of Assets (AVA)                            | <u>\$634,600,000</u> | <u>\$634,600,000</u> | \$0            | <u>\$775,900,000</u> | <u>\$773,300,000</u>  | (\$2,600,000)  | <u>\$1,053,900,000</u> | <u>\$1,005,100,000</u> | (\$48,800,000) |
| 4. Unfunded Actuarial Accrued Liability (UAAL)<br>[(2) - (3)] | \$473,500,000        | \$559,200,000        | \$85,700,000   | \$500,200,000        | \$574,300,000         | \$74,100,000   | \$516,700,000          | \$602,800,000          | \$86,100,000   |
| 5. Funded Percentage [(3)/(2)]                                | 57.3%                | 53.2%                | -4.1%          | 60.8%                | 57.4%                 | -3.4%          | 67.1%                  | 62.5%                  | -4.6%          |
| 6. Gross Normal Cost  | \$15,700,000         | \$6,200,000          | (\$9,500,000)  | \$17,200,000         | \$6,600,000           | (\$10,600,000) | \$19,400,000           | \$7,400,000            | (\$12,000,000) |
| 7. Expected Employee contributions                            | <u>(\$6,400,000)</u> | <u>(\$9,100,000)</u> | (\$2,700,000)  | <u>(\$6,800,000)</u> | <u>(\$10,700,000)</u> | (\$3,900,000)  | <u>(\$7,300,000)</u>   | <u>(\$10,800,000)</u>  | (\$3,500,000)  |
| 8. Employer Normal Cost [(6) + (7)]                           | \$9,300,000          | (\$2,900,000)        | (\$12,200,000) | \$10,400,000         | (\$4,100,000)         | (\$14,500,000) | \$12,100,000           | (\$3,400,000)          | (\$15,500,000) |
| 9. Payment on UAAL  | \$25,200,000         | \$29,700,000         | \$4,500,000    | \$28,300,000         | \$32,500,000          | \$4,200,000    | \$33,200,000           | \$38,800,000           | \$5,600,000    |
| 10. Interest/Timing Adjustment                                | <u>\$2,700,000</u>   | <u>\$2,100,000</u>   | (\$600,000)    | <u>\$3,000,000</u>   | <u>\$2,200,000</u>    | (\$800,000)    | <u>\$3,600,000</u>     | <u>\$2,800,000</u>     | (\$800,000)    |
| 11. Total Defined Benefit (DB) Plan Cost [(8) + (9) + (10)]   | \$37,200,000         | \$28,900,000         | (\$8,300,000)  | \$41,700,000         | \$30,600,000          | (\$11,100,000) | \$48,900,000           | \$38,200,000           | (\$10,700,000) |
| 12. Projected Payroll for Fiscal Year (FY)                    | \$89,600,000         | \$89,600,000         | N/A            | \$98,500,000         | \$98,500,000          | N/A            | \$110,800,000          | \$110,800,000          | N/A            |
| 13. DB Cost as a % of Payroll for FY [(11)/(12)]              | 41.5%                | 32.3%                | -9.3%          | 42.3%                | 31.1%                 | -11.3%         | 44.1%                  | 34.5%                  | -9.7%          |
| 14. Defined Contribution (DC) Plan Cost                       | \$0                  | \$0                  | \$0            | \$0                  | \$400,000             | \$400,000      | \$0                    | \$1,100,000            | \$1,100,000    |
| 15. DC Cost as a % of Payroll for FY [(14)/(12)]              | 0.00%                | 0.00%                | 0.00%          | 0.00%                | 0.41%                 | 0.41%          | 0.00%                  | 0.99%                  | 0.99%          |
| 16. Total Retirement Plan Cost [(11) + (14)]                  | \$37,200,000         | \$28,900,000         | (\$8,300,000)  | \$41,700,000         | \$31,000,000          | (\$10,700,000) | \$48,900,000           | \$39,300,000           | (\$9,600,000)  |

**“REPLACEMENT LIFE” ENTRY AGE NORMAL COST METHOD**

An essential part of the public sector budgeting process is that large budget items, including pensions, should have a level cost pattern from year to year to the extent possible. Segal (and others) has recognized the importance of this requirement and structured its methodology for allocating pension contributions to time periods so that, if the actuarial assumptions are exactly realized, the Annual Required Contribution (ARC) will remain a level percent of pay from year to year.

Fundamentally, the ARC has two components:

- Normal Cost – The allocation to the coming year of pension costs for active employees in that year.
- Amortization of the Unfunded Actuarial Accrued Liability (UAAL) – The coming year’s payment toward pension costs allocated to prior years for which assets are not yet on hand.

The Entry Age Normal (EAN) actuarial cost method determines the Normal Cost for an individual by calculating the level percent of pay that, if contributed each year over that person’s career, would accumulate with interest to the amount projected to be needed to pay that person’s pension benefits, and multiplying that “Normal Cost rate” times the person’s current pay. Clearly, that produces the desired outcome with respect to each individual – a level percent of pay Normal Cost from year to year. Where there is a single plan of benefits applicable to all service for all employees, the total Normal Cost – the summation of the individual Normal Costs – will also remain essentially level for the group, if the distribution of hire ages and retirement ages is stable. Further, each time there is a termination of employment (due to retirement, death, disability, or other termination), there will be no change in the total Normal Cost rate if the replacement employee is hired at the same age as the age at hire of the terminating employee.

**A complication arises if the plan of benefits is not the same for all service for all employees. In that circumstance, the Normal Cost rate will change if the terminating employee is in Plan A and the new hire is in Plan B. If Plan A is more generous, then there will be a tendency for the Normal Cost rate to decline as a percent of pay over time, as Plan A employees terminate and are replaced by Plan B employees. This no longer meets the level funding objective.**

**Segal addresses this problem by determining the Normal Cost as though Plan B, the plan applicable to new hires (so-called “replacement lives”), covered everyone. In the case where Plan B is less generous, that produces a lower Normal Cost than reflecting each person’s actual plan. With that variation on EAN, there is once again a level Normal Cost.**

Of course, an essential requirement of any typical actuarial cost method is that the present value of all future benefits for existing participants must be matched by the value of assets on hand plus the present value of future ARCs. The reduction in the current and future Normal Cost for Plan A people who are assigned a Plan B Normal Cost must therefore be offset by an increase in the UAAL that has the same present value. *For a plan where the UAAL is routinely amortized as a level percent of pay, the end result is exactly what is desired. Each of the two components of the ARC is a level percent of pay, so the total is as well.* Whether the ARC for the coming year is higher or lower as a result depends on a number of additional factors. Eventually, however, all benefits need to be funded, so this is a timing effect only.

RCS# 1186  
6/29/11  
7:06 PM

Atlanta City Council

REGULAR SESSION

PROCEDURE

SEND TO MAYOR POST HASTE

YEAS: 15  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 0

|           |             |           |             |
|-----------|-------------|-----------|-------------|
| Y Smith   | Y Archibong | Y Moore   | Y Bond      |
| Y Hall    | Y Wan       | Y Martin  | Y Watson    |
| Y Young   | Y Shook     | Y Bottoms | Y Willis    |
| Y Winslow | Y Adrean    | Y Sheperd | NV Mitchell |

PROCEDURE

RCS# 1185  
6/29/11  
7:05 PM

Atlanta City Council

REGULAR SESSION

11-O-0672

AMEND CITY PENSION LAWS IN NEW SEC.6-2  
IN ATLANTA CITY CHARTER  
ADOPT AS AMEND

YEAS: 15  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 0

|           |             |           |             |
|-----------|-------------|-----------|-------------|
| Y Smith   | Y Archibong | Y Moore   | Y Bond      |
| Y Hall    | Y Wan       | Y Martin  | Y Watson    |
| Y Young   | Y Shook     | Y Bottoms | Y Willis    |
| Y Winslow | Y Adrean    | Y Sheperd | NV Mitchell |

11-O-0672

RCS# 1184  
6/29/11  
7:03 PM

Atlanta City Council

REGULAR SESSION

PROCEDURE

MOTION TO RECONVENE SESSION

ADOPT

YEAS: 14  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 0

|           |             |           |             |
|-----------|-------------|-----------|-------------|
| Y Smith   | Y Archibong | Y Moore   | Y Bond      |
| Y Hall    | Y Wan       | Y Martin  | Y Watson    |
| Y Young   | Y Shook     | Y Bottoms | NV Willis   |
| Y Winslow | Y Adrean    | Y Sheperd | NV Mitchell |

PROCEDURE

RCS# 1183  
6/29/11  
6:06 PM

Atlanta City Council

REGULAR SESSION

PROCEDURE

30 MINUTE RECESS

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 4  
EXCUSED: 0  
ABSENT 1

|           |             |            |             |
|-----------|-------------|------------|-------------|
| Y Smith   | B Archibong | Y Moore    | Y Bond      |
| Y Hall    | Y Wan       | Y Martin   | NV Watson   |
| Y Young   | Y Shook     | NV Bottoms | NV Willis   |
| Y Winslow | Y Adrean    | Y Sheperd  | NV Mitchell |

PROCEDURE

RCS# 1182  
6/29/11  
6:02 PM

Atlanta City Council

REGULAR SESSION

PROCEDURE

RETURN TO REGULAR SESSION

YEAS: 10  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 5  
EXCUSED: 0  
ABSENT 1

|            |             |            |             |
|------------|-------------|------------|-------------|
| Y Smith    | B Archibong | Y Moore    | Y Bond      |
| Y Hall     | Y Wan       | Y Martin   | NV Watson   |
| Y Young    | Y Shook     | NV Bottoms | NV Willis   |
| NV Winslow | Y Adrean    | Y Sheperd  | NV Mitchell |

PROCEDURE