

**CITY OF BALTIMORE
ORDINANCE _____
Council Bill 05-242**

Introduced by: The Council President
At the request of: The Administration (Employees' Retirement System Board)
Introduced and read first time: August 15, 2005
Assigned to: Taxation and Finance Committee
Committee Report: Favorable
Council action: Adopted
Read second time: December 8, 2005

AN ORDINANCE CONCERNING

Retirement Systems – Benefits

1

2 FOR the purpose of extending the period for filing applications for disability retirement benefits;
3 conforming certain provisions that govern in-service military leaves of absence to federal and
4 state law; establishing effective dates for disability retirement benefits; amending provisions
5 granting certain disability and death benefits to members on military leaves of absence;
6 clarifying the calculation for figuring the minimum years of service credit needed to be
7 eligible to receive certain death benefits; abolishing certain offsets against disability benefits
8 and the authority for reexamining certain disability applicants; conforming the basis for
9 determining retirement allowances for elected officials to that provided in the Employees'
10 Retirement System law and the Fire and Police Employees' Retirement System law; providing
11 certain transitional rules; clarifying, correcting, and conforming certain language; providing
12 for a special effective date; providing for certain transitional rules; and generally relating to
13 the Retirement Systems of Baltimore City.

14 BY repealing and reordaining, with amendments

15 Article 22 - Retirement Systems
16 Section(s) 1(11)(ii), 4(e), 6(a)(8), 6(c), 6(e), 6(f), 6(k)(1),
17 9(d), 9(i), 9(j), 9(k), 9(o-4)(1) and (2), 9(p), 17A(9), 20,
18 21, and 22(b) and (c)
19 Baltimore City Code
20 (Edition 2000)

21 BY repealing

22 Article 22 - Retirement Systems
23 Section(s) 5(l)
24 Baltimore City Code
25 (Edition 2000)

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.
Underlining indicates matter added to the bill by amendment.
~~Strike out~~ indicates matter stricken from the bill by
amendment or deleted from existing law by amendment.

1 BY adding
 2 Article 22 - Retirement Systems
 3 Section(s) 6(h)(4)(ix), 9(o-1)(4)(ix)
 4 Baltimore City Code
 5 (Edition 2000)

6 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the
 7 Laws of Baltimore City read as follows:

8 **Baltimore City Code**

9 **Article 22. Retirement Systems**

10 **Subtitle – Employees’ Retirement System**

11 **§ 1. Definitions.**

12 (11) Average final compensation:

13 (ii) For any member who is an employee on or after January 1, 1994, “average final
 14 compensation” [shall mean] MEANS the average of the member’s annual earnable
 15 compensation on January 1 for 3 successive years of service when the member’s
 16 earnable compensation is the highest. If the member is in service on January 1 for
 17 less than 3 successive years, then average final compensation [shall mean] MEANS the
 18 average annual earnable compensation during this total years of service. “Earnable
 19 compensation” [shall mean] MEANS the annual salary authorized for the member. It
 20 [shall] DOES not include overtime pay, differential pay, environmental pay, hazardous
 21 duty pay, pay for conversion of leave, or other fringe benefits, or any like additional
 22 payments.

23 **§ 4. Service creditable.**

24 [(e) *Rights of servicemen.*

25 The rights and status of any member of this system who is inducted into the land and
 26 naval forces of the United States for training and service pursuant to the Act of Congress
 27 known as the Selective Training and Service Act of 1940, or any subsequent acts of a
 28 similar nature, and any member of any reserve component of the land or naval forces of
 29 the United States on active duty or service within said period or ordered or assigned to
 30 active duty or service within said period, as well as any member who, within said period,
 31 enlists in the armed forces of the United States, and who may be absent in such military
 32 service shall be as follows: During the period of such absence, no such person or his
 33 estate shall have any right or be entitled to ordinary disability benefits, accidental
 34 disability benefits, death benefits, optional allowances or other disability or death
 35 benefits in this system. Any such person, during such absence except as herein otherwise
 36 specified, shall retain his status and rights as a member of the specific retirement system
 37 (a) if he does not withdraw any part of his accumulated contributions, and (b) if within 1
 38 year from the time he is relieved from active duty or service he shall be actively
 39 employed by the City of Baltimore, and (c) if he shall not have previously taken any
 40 other employment except temporary employment after he has applied for reemployment
 41 in his former classification or position in City service, and he has been refused immediate

1 reemployment for causes beyond his control, and (d) if he shall make application for such
2 credit with the Retirement System; provided, however, that if such person has withdrawn
3 any part of his accumulated contributions, he shall be entitled to repay the sum
4 withdrawn into the Retirement System, with regular interest thereon to the date of
5 repayment, and, if otherwise qualified, be entitled to the benefits of this section as if such
6 withdrawal had not been made. If under the above restrictions any such person be again
7 actively employed or reinstated as a regular employee on a leave of absence within 1 year
8 from the time he is relieved from active military duty, he shall receive service credit for
9 the period of his absence, except that no credit shall be given, when any absence after
10 December 31, 1945, exceeds 5 years, and, thereafter, he shall be able to transfer such
11 credit to another retirement system under the laws of this State or the City of Baltimore
12 or any other political subdivision thereof. During the period of such absence of any
13 person who was employed by the City of Baltimore at the time he entered active military
14 service, the City shall make its contributions on behalf of such employee as it would have
15 made had he not been absent and had retained his status as an employee during the period
16 of his absence, and shall also make on behalf of such employee the contributions which
17 such employee would have made had he not been absent and had retained his status as an
18 employee during the period of his absence. However, upon a member's leaving City
19 service, he shall not be entitled to withdraw any part of such contributions, including the
20 annuity portion made by the City, except in case of death or retirement while in City
21 service. In the event any such person who may be absent in such military service, or his
22 estate, shall, after reinstatement in the Employees' Retirement System of the City of
23 Baltimore, file claim for any disability or death benefits whatsoever with said system, and
24 the panel of hearing examiners shall determine that the cause or origin of such disability
25 or death is in any manner, either directly or indirectly, attributable or due to, or may have
26 arisen out of his military service, then such person or his estate or dependents shall not be
27 entitled to any benefits other than the return of his accumulated contributions under said
28 system, and further that in the event any such person shall, after reinstatement, receive
29 any disability compensation of any nature, either from the United States of America, any
30 department or agency thereof, or from any of the states or territories of the United States
31 or from the District of Columbia, then the amount of such payments so paid shall be
32 deducted from any funds payable by the Employees' Retirement System of Baltimore
33 City to such person or his estate or dependents on account of any benefits other than the
34 return of his accumulated contributions for which any claim has been filed. The Board of
35 Trustees is hereby authorized to issue rules and regulations to carry out the provisions of
36 this section, notwithstanding any present rules and regulations to the contrary.]

37 (E) *MILITARY PERSONNEL – BENEFITS, MEMBERSHIP, AND SERVICE CREDIT DURING EMPLOYMENT.*

38 (1) *SCOPE OF SUBSECTION.*

39 THIS SUBSECTION APPLIES ONLY TO A MEMBER OF THIS SYSTEM WHO:

- 40 (I) ON ACCOUNT OF MILITARY SERVICE, AS DEFINED IN PARAGRAPH (8) OF THIS
- 41 SUBSECTION, IS ON UNPAID LEAVE OF ABSENCE FROM PAID CITY EMPLOYMENT;

- 42 (II) DOES NOT WITHDRAW ANY OF HIS OR HER ACCUMULATED CONTRIBUTIONS,
- 43 UNLESS HE OR SHE REDEPOSITS THE SUM WITHDRAWN AS PROVIDED UNDER
- 44 PARAGRAPH (2) OF THIS SUBSECTION;

(III) WITHIN 1 YEAR AFTER HE OR SHE LEAVES MILITARY SERVICE, OR ANY LONGER PERIOD DURING WHICH HIS OR HER EMPLOYMENT RIGHTS ARE PROTECTED BY FEDERAL LAW, IS REEMPLOYED BY THE CITY OF BALTIMORE AS A REGULAR AND PERMANENT EMPLOYEE;

(IV) DOES NOT TAKE ANY EMPLOYMENT, OTHER THAN EMPLOYMENT DESCRIBED IN ITEM (III) OF THIS PARAGRAPH OR TEMPORARY EMPLOYMENT AFTER THE MEMBER:

(A) APPLIED FOR REEMPLOYMENT IN HIS OR HER FORMER CLASSIFICATION OR POSITION IN THE CITY SERVICE; AND

(B) WAS REFUSED IMMEDIATE REEMPLOYMENT FOR CAUSES BEYOND HIS OR HER CONTROL; AND

(V) APPLIES FOR SERVICE CREDIT WITH THE SYSTEM.

(2) *REDEPOSIT OF ACCUMULATED CONTRIBUTIONS; PAYMENT METHODS, DEADLINE; PRO RATA CREDIT.*

(I) IF A MEMBER OF THIS SYSTEM WHO IS ABSENT FROM EMPLOYMENT FOR MILITARY SERVICE WITHDRAWS ANY OF HIS OR HER ACCUMULATED CONTRIBUTIONS AND REDEPOSITS INTO THE SYSTEM THE SUM WITHDRAWN, WITH REGULAR INTEREST AT THE ANNUITY SAVINGS FUND RATE FROM THE DATE OF WITHDRAWAL TO THE DATE THAT THE REDEPOSIT IS COMPLETED, THE MEMBER, IF OTHERWISE QUALIFIED, IS ENTITLED TO THE BENEFITS OF THIS SECTION AS IF THE WITHDRAWAL HAD NOT BEEN MADE.

(II) THE REDEPOSIT OF ACCUMULATED CONTRIBUTIONS:

(A) MAY BE MADE BY A SINGLE PAYMENT OR AN INCREASED RATE OF CONTRIBUTION; BUT

(B) MUST BE COMPLETED BEFORE THE MEMBER'S RETIREMENT DATE.

(III) THE REDEPOSIT OF ACCUMULATED CONTRIBUTIONS SHALL BE CREDITED PRO RATA AT THE TIME EACH PAYMENT IS MADE.

(3) *RETENTION OF STATUS AND RIGHTS AS A MEMBER.*

EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, A MEMBER OF THIS SYSTEM WHO IS REEMPLOYED UNDER PARAGRAPH (1)(III) OF THIS SUBSECTION RETAINS THE STATUS AND RIGHTS AS A MEMBER DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR MILITARY SERVICE.

(4) *SERVICE CREDIT.*

A MEMBER OF THIS SYSTEM SHALL RECEIVE SERVICE CREDIT FOR A PERIOD OF ABSENCE FROM EMPLOYMENT WHILE IN MILITARY SERVICE IF:

1 (I) THE REEMPLOYMENT OF THE MEMBER UNDER PARAGRAPH (1)(III) OF THIS
2 SECTION IS PAID EMPLOYMENT; AND

3 (II) MEMBERSHIP IN THIS SYSTEM IS A REQUIREMENT OF THAT EMPLOYMENT.

4 (5) *TRANSFER OF SERVICE CREDIT.*

5 A MEMBER OF THIS SYSTEM WHO RECEIVES SERVICE CREDIT FOR MILITARY SERVICE
6 UNDER THIS SUBSECTION MAY TRANSFER THE CREDIT TO ANOTHER STATE OR LOCAL
7 RETIREMENT OR PENSION SYSTEM.

8 (6) *CONTRIBUTIONS.*

9 (I) EXCEPT AS OTHERWISE PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, A
10 MEMBER OF THIS SYSTEM WHO IS REEMPLOYED UNDER PARAGRAPH (1)(III) OF THIS
11 SUBSECTION AND IS OTHERWISE QUALIFIED TO RETAIN THE STATUS AND RIGHTS OF A
12 MEMBER DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR MILITARY SERVICE,
13 SHALL BE CREDITED WITH, AT THE CITY'S SOLE ACCOUNT AND EXPENSE:

14 (A) THE CONTRIBUTIONS, IF ANY, THAT THE CITY WOULD HAVE MADE ON BEHALF
15 OF THE MEMBER IF THE MEMBER HAD NOT BEEN ABSENT; AND

16 (B) THE CONTRIBUTIONS THAT THE MEMBER WOULD HAVE MADE ON HIS OR HER
17 OWN BEHALF IF THE MEMBER HAD NOT BEEN ABSENT.

18 (II) ON A MEMBER'S TERMINATING CITY EMPLOYMENT, THE MEMBER IS NOT ENTITLED
19 TO WITHDRAW ANY PART OF THE CONTRIBUTIONS CREDITED TO HIS OR HER ACCOUNT
20 UNDER THIS PARAGRAPH, INCLUDING THE ANNUITY PORTION ATTRIBUTABLE TO CITY
21 CONTRIBUTIONS MADE UNDER THIS PARAGRAPH, EXCEPT IN THE CASE OF DEATH
22 WHILE IN CITY SERVICE OR RETIREMENT FROM CITY SERVICE.

23 (III) THE BOARD OF TRUSTEES SHALL REFUND TO A MEMBER ANY CONTRIBUTIONS MADE
24 TO THE SYSTEM DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR MILITARY
25 SERVICE WHEN THE MEMBER IS OTHERWISE EXEMPTED UNDER THIS PARAGRAPH
26 FROM PAYING CONTRIBUTIONS INTO THE SYSTEM.

27 (IV) ON TERMINATION OF A MEMBER'S EMPLOYMENT DURING OR AFTER A LEAVE OF
28 ABSENCE FOR MILITARY SERVICE, THE MEMBER, MEMBER'S BENEFICIARY, OR
29 MEMBER'S ESTATE IS ENTITLED TO A REFUND OF THE MEMBER'S ACCUMULATED
30 CONTRIBUTIONS, PLUS INTEREST, IN LIEU OF ANY OTHER SYSTEM BENEFIT,
31 EXCLUDING CONTRIBUTIONS MADE BY THE CITY UNDER SUBPARAGRAPH (I) OF THIS
32 PARAGRAPH.

33 (7) *BENEFITS PROHIBITED DURING ABSENCE.*

34 A MEMBER OF THIS SYSTEM, THE MEMBER'S BENEFICIARY, OR THE MEMBER'S ESTATE IS
35 NOT ENTITLED TO LINE-OF-DUTY DISABILITY BENEFITS OR LINE-OF-DUTY DEATH
36 BENEFITS ARISING FROM THE MEMBER'S DEATH OR DISABILITY DURING A PERIOD THAT
37 THE MEMBER IS ABSENT FROM EMPLOYMENT FOR MILITARY SERVICE.
38

1 (8) *“MILITARY SERVICE” DEFINED.*

2 (I) IN THIS SUBSECTION, “MILITARY SERVICE” MEANS ANY:

3 (A) “SERVICE IN THE UNIFORMED SERVICES”, AS DEFINED BY AND INTERPRETED
4 UNDER 38 U.S.C. § 4303(13); OR

5 (B) “MILITARY SERVICE”, AS DEFINED BY AND INTERPRETED UNDER STATE
6 PERSONNEL AND PENSION ARTICLE §38-101(D);

7 (II) “MILITARY SERVICE” INCLUDES ACTIVE DUTY, ACTIVE DUTY FOR TRAINING, INITIAL
8 ACTIVE DUTY FOR TRAINING, AND INACTIVE DUTY TRAINING (SUCH AS DRILLS),
9 UNDER COMPETENT AUTHORITY, ON A VOLUNTARY OR INVOLUNTARY BASIS, IN THE
10 ARMY, NAVY, MARINE CORPS, AIR FORCE, COAST GUARD, PUBLIC HEALTH SERVICE
11 COMMISSIONED CORPS, THE ARMY NATIONAL GUARD, THE AIR NATIONAL GUARD,
12 THE MARYLAND NATIONAL GUARD, AS WELL AS THE RESERVE COMPONENTS OF
13 EACH OF THESE SERVICES, AND ANY OTHER CATEGORY OF PERSONS DESIGNATED BY
14 THE PRESIDENT OR THE GOVERNOR OF THE STATE OF MARYLAND IN TIME OF WAR OR
15 NATIONAL OR STATE EMERGENCY.

16 (9) *RULES AND REGULATIONS.*

17 THE BOARD OF TRUSTEES MAY ADOPT RULES, RESOLUTIONS, AND REGULATIONS TO
18 CARRY OUT THIS SUBSECTION.

19 **§ 5. Administration; Board of Trustees.**

20 [(I) *Panel of hearing examiners.*

21 There shall be a Panel of Hearing Examiners as provided for in § 9(p), to hear matters as
22 hereinafter provided, for all Class A and Class B members. All applications of Class A and
23 Class B members for ordinary disability, accidental disability, accidental death, and any
24 matters related thereto, filed on or before June 30, 1979, shall be heard by the Board of
25 Trustees pursuant to the provisions of Article 22 existing as of the date of said application.
26 All applications for such claims filed on or after July 1, 1979, shall be heard by the panel of
27 hearing examiners. In addition, any reexaminations of existing retirees made on or after July
28 1, 1979, and any matters related thereto shall be under the jurisdiction of the panel of hearing
29 examiners.

30 Any ordinary disability and accidental disability claimant, who is a Class A or Class B
31 member, must make proper application to the panel of hearing examiners, which application
32 shall include a medical certification of his disability and all supporting medical
33 documentation, on a form prescribed by the panel of hearing examiners, wherein the
34 member shall state he has suffered a disability and that such disability prevents him from
35 further performance of the duties of his job classification in the employ of Baltimore City. If
36 the claim is for an accidental disability benefit, he shall in addition, state that such mental or
37 physical disability was the natural and proximate result of an accident while in the actual
38 performance of his duty at some definite time and place, and without willful negligence on
39 his part. Upon receipt of the member’s application and supporting medical documentation,
40 the panel of hearing examiners shall have the member medically examined by the Medical
41 Services Division of the Civil Service Commission or their designee. The medical

1 examination shall include such tests and procedures as may be required, including additional
2 examinations, if necessary. Upon completion of the medical examination and the receipt of
3 a written report including any test results from the examining physician, the panel of hearing
4 examiners shall then schedule a hearing. The member shall also be required to execute a
5 consent form authorizing the panel of hearing examiners to obtain all medical records
6 pertaining to both off-duty and line-of-duty accidents or illnesses the member may have
7 suffered at any time in the past.

8 The hearing examiners shall conduct hearings for Class A and Class B members on all
9 matters involving ordinary disability claims, accidental disability claims, accidental death
10 benefit claims, and any related matters arising out of said claims. One hearing examiner
11 from the panel shall hear a particular claim for benefits. The hearing examiners shall
12 conduct said hearings in an informal manner with sufficient latitude to provide a fair and
13 impartial hearing to all of the parties, without requiring strict compliance with the rules of
14 evidence. Testimony at the hearings shall be under oath and recorded. The hearing
15 examiner shall have the power to subpoena and require the attendance of witnesses and the
16 production of papers and documents to secure information pertinent to the hearing, and to
17 examine them in relation thereto. The hearings shall be in the nature of an adversary
18 proceeding, and an attorney from the City Solicitor’s office shall act therein on behalf of the
19 Board of Trustees of the Employees’ Retirement System. The member shall have the right
20 to counsel, and shall have the burden of proving by a preponderance of the evidence the
21 nature and extent of his disability, and that said disability prevents him from the further
22 performance of the duties of the member’s job classification in the employ of Baltimore
23 City. If the matter involves an accidental disability claim, the member shall have the burden
24 of proving by a preponderance of the evidence that such disability was the natural and
25 proximate result of an accident occurring while in the actual performance of duty, at some
26 definite time and place without willful negligence on the member’s part. If the matter
27 involves an accidental death claim, the claimant shall have the burden of proving by a
28 preponderance of the evidence that the death of the member was the direct result of injuries
29 sustained in the line of duty or was directly attributable to the inherent hazards of the duties
30 performed by such employee, and that the death was not caused by willful negligence on the
31 part of the member.

32 The hearing examiner shall make the following determinations:

- 33 (1) whether the Class A or Class B member has suffered an injury or illness of such a
34 nature as to preclude the member from the further performance of the duties of his
35 job classification in the employ of Baltimore City.
- 36 (2) if the claim is for accidental disability benefits, whether the mental or physical
37 incapacity is the result of an accident occurring while in the actual performance of
38 duty at some definite time and place, without willful negligence on his part and
39 whether such disability qualifies under the provisions of § 6(e).
- 40 (3) if the claim is for accidental death benefits, whether such death was the direct result
41 of injuries sustained in the line of duty or was directly attributable to the inherent
42 hazards of the duties performed by such employee, and that such death was not
43 caused by the willful negligence of the member, and whether such death qualifies
44 under the provisions of § 6(i).

1 The hearing examiner shall issue a written finding of fact setting forth the reasons for his
2 final determination. If either party to the hearing is aggrieved by the hearing examiner's
3 final determination, that party may seek judicial review of that determination by petition to
4 the Circuit Court for Baltimore City Court.

5 Such appeals shall follow the procedures established by the Maryland Rules, as promulgated
6 from time to time, by the Court of Appeals of Maryland, with the exception that said appeals
7 shall be heard on the record only, on a right-of-way basis by the court.

8 The final determination of the hearing examiner shall be presumptively correct and shall not
9 be disturbed on review except when arbitrary, illegal, capricious or discriminatory.

10 A party to the judicial review may appeal the court's final judgment to the Court of Special
11 Appeals in accordance with the Maryland Rules of Procedure.

12 Any appeal pursuant to this subsection shall not stay or hold in abeyance any payment
13 awarded by the final determination of the hearing examiner, until such time as the Baltimore
14 City Court or other appellate court overturns said determination. In the event an appellate
15 court reverses an award of benefits, said reversal shall operate to stop payment of any
16 benefits being made to the claimant, pending any further appeal.

17 If neither party files an appeal, then upon the expiration of 30 days following the notice of
18 the hearing examiner's written finding of fact, the hearing examiner's determination shall be
19 final and binding, subject to the panel of hearing examiners' right to reexamination as
20 provided in §§ 6(d) and 6(f).]

21 **§ 6. Benefits for Class A and Class B members.**

22 (a) *Service retirement benefits for any Class A or Class B member who was an employee on or*
23 *after June 29, 1989.*

24 (8) Any Class A or Class B member who retires and dies within 30 days after the effective
25 date of his retirement, and who has been granted a retirement allowance of maximum
26 benefits for service under this subsection, or who has elected to receive one of the
27 several optional retirement allowances available [in lieu thereof], [shall be] IS considered
28 [as] TO BE a member dying in active service, and the [ordinary] NON-LINE-OF-DUTY
29 death benefits provided for in § 6(h) shall be paid in lieu of the benefits provided for in
30 this subsection.

31 (c) *[Ordinary] NON-LINE-OF-DUTY disability retirement benefit for any Class A or Class B*
32 *member who was an employee on or after June 29, 1989.*

33 (1) *ELIGIBILITY REQUIREMENTS.*

34 [Any] A Class A or Class B member SHALL BE RETIRED ON A NON-LINE-OF-DUTY
35 DISABILITY RETIREMENT IF:

36 (i) [who] THE MEMBER has acquired AT LEAST 5 [or more] years of service, AS
37 DETERMINED BY THE BOARD OF TRUSTEES; and

38 (ii) [who has been determined by] a hearing examiner DETERMINES THAT:

1 (A) [to be] THE MEMBER IS mentally or physically incapacitated for the
2 further performance of the duties of his OR HER job classification in the
3 employ of Baltimore City[,]; and

4 (B) [that such] THE incapacity is likely to be permanent[, shall be retired by
5 the Board of Trustees on an ordinary disability retirement, not less than
6 30 and not more than 90 days next following the date of filing his
7 application for ordinary disability retirement benefits].

8 (2) *APPLICATION AND FILING DEADLINE.*

9 TO RETIRE UNDER THIS SUBSECTION, THE MEMBER MUST:

10 (I) APPLY TO THE BOARD OF TRUSTEES, ON A FORM APPROVED BY THE BOARD; AND

11 (II) SUBMIT THE APPLICATION TO THE BOARD NO LATER THAN 1 YEAR FOLLOWING
12 THE MEMBER'S LAST DAY OF CITY EMPLOYMENT.

13 (3) *EFFECTIVE DATE OF NON-LINE-OF-DUTY DISABILITY RETIREMENT.*

14 A NON-LINE-OF-DUTY DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT
15 AS FOLLOWS:

16 (I) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
17 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
18 FOLLOWING THE MEMBER'S LAST DAY OF CITY EMPLOYMENT; AND

19 (II) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
20 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
21 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.
22

23 (4) [(1)] *NON-LINE-OF-DUTY DISABILITY ALLOWANCE FOR RETIREMENT ON OR BEFORE OCTOBER*
24 *15, 1992.*

25 Upon retirement for [ordinary] NON-LINE-OF-DUTY disability on or before October 15,
26 1992, a Class A or Class B member [shall be] IS entitled to receive the maximum service
27 retirement allowance if he OR SHE has attained the age of 60; otherwise, he OR SHE [shall
28 be] IS entitled to receive the maximum [ordinary] NON-LINE-OF-DUTY disability
29 retirement allowance, which shall consist of:

30 (i) an annuity which shall be the actuarial equivalent of his OR HER accumulated
31 contributions at the time of retirement; and

32 (ii) a pension, which together with his OR HER annuity, shall provide a total
33 retirement allowance equal to 1.85% of his OR HER average final compensation in
34 the case of Class A members, and 1.70% of his OR HER average final
35 compensation in the case of Class B members, multiplied by the number of years
36 of [his] service. However, for members who terminate employment with the City
37 before June 29, 1990, the preceding sentence shall be read by substituting
38 "1.84%" for "1.85%", and by substituting "1.69%" for "1.70%".

1 (iii) The additional annuity provided as the result of voluntary excess contributions
2 under §§ 8(a)(2) and 8(a)(4) shall be payable and [shall] MAY not be used in
3 determining the [ordinary] NON-LINE-OF-DUTY disability pension under this
4 subsection.

5 (iv) If the retirement allowance computed [in] UNDER THIS paragraph [(c)(1)] (4) [of
6 this section] is less than 25% of the member's average final compensation, then
7 substitute for the member's actual years of service the number of years of service
8 which would be credited to the member were his OR HER service to continue until
9 the attainment of age 60. The resulting total retirement allowance [shall] MAY
10 not exceed 25% of the member's average final compensation.

11 (5) [(2)] *NON-LINE-OF-DUTY DISABILITY ALLOWANCE FOR RETIREMENT ON OR AFTER OCTOBER*
12 *16, 1992.*

13 (i) Upon retirement for [ordinary] NON-LINE-OF-DUTY disability on or after October 16,
14 1992, and on or before March 31, 2001, a Class A or Class B member [shall be] IS
15 entitled to receive the maximum [ordinary] NON-LINE-OF-DUTY disability retirement
16 allowance, which shall consist of:

17 (A) an annuity which shall be the actuarial equivalent of his OR HER accumulated
18 contributions at the time of retirement; and

19 (B) a pension, which together with his OR HER annuity, shall provide a total
20 retirement allowance equal to 1.85% of his OR HER average final
21 compensation in the case of Class A members, and 1.70% of his OR HER
22 average final compensation in the case of Class B members, multiplied by
23 the number of years of [his] service.

24 (C) The additional annuity provided as the result of voluntary excess
25 contributions under §§ 8(a)(2) and 8(a)(4) [shall] MAY not be used in
26 determining the [ordinary] NON-LINE-OF-DUTY disability pension under this
27 subsection.

28 (D) Provided, however, notwithstanding anything to the contrary, no member
29 eligible for retirement under the provisions of this paragraph [(c)(2)(i)] (5)(i)
30 shall receive [an ordinary] A NON-LINE-OF-DUTY disability allowance of less
31 than 25% of his average final compensation.

32 (ii) Upon retirement for [ordinary] NON-LINE-OF-DUTY disability on or after April 1,
33 2001, a Class A or Class B member is entitled to receive [the maximum ordinary] A
34 NON-LINE-OF-DUTY disability retirement allowance[, which consists] THAT IS THE
35 GREATER OF:

36 (A) [an annuity that is the actuarial equivalent of his or her accumulated
37 contributions at the time of retirement] 25% OF THE MEMBER'S AVERAGE
38 FINAL COMPENSATION; [and] OR

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(B) A COMBINATION OF:

- 1. AN ANNUITY THAT IS THE ACTUARIAL EQUIVALENT OF HIS OR HER ACCUMULATED CONTRIBUTIONS AT THE TIME OF RETIREMENT; AND
- 2. a pension that, together with his or her annuity, provides a total retirement allowance equal to 1.90% of his or her average final compensation in the case of a Class A member, and 1.75% of his or her average final compensation in the case of a Class B member, multiplied by the number of years of his or her service.

(III) [(C)] The additional annuity provided as the result of voluntary excess contributions under §§ 8(a)(2) and 8(a)(4) may not be used in determining the [ordinary] NON-LINE-OF-DUTY disability pension under this subsection.

(IV) [(D) However, notwithstanding anything to the contrary, no] NO member eligible for retirement under [the provisions of this] paragraph [(c)(2)(ii)] (5)(II) OF THIS SUBSECTION [shall] MAY receive [an ordinary] A NON-LINE-OF-DUTY disability allowance of less than 25% of his or her average final compensation.

(6) [(3)] *Optional retirement allowances.*

Any Class A or Class B member who is entitled to receive the maximum [ordinary] NON-LINE-OF-DUTY disability retirement allowance may elect to receive [such] THAT maximum [ordinary] NON-LINE-OF-DUTY disability retirement allowance, or [he] may elect to receive the actuarial equivalent of [such] THAT maximum [ordinary] NON-LINE-OF-DUTY disability retirement allowance, computed as of the effective date of his OR HER retirement, in a lesser amount payable throughout his OR HER life in accordance with the following provisions:

- Option 1. If he OR SHE dies before [he has] HAVING received in total retirement benefits the present value of his OR HER retirement allowance as it was at the time of [his] retirement, the balance shall be paid to his OR HER legal representatives or to [such] THE person [as] THAT he OR SHE [shall nominate] NOMINATES by written designation duly acknowledged and filed with the Board of Trustees; or
- Option 2. Upon his OR HER death, his OR HER retirement allowance as it was at the time of [his] retirement shall continue throughout the life of and paid to [such] THE person [as] THAT he OR SHE [shall nominate] NOMINATES by written designation duly acknowledged and filed with the Board of Trustees at the time of his OR HER retirement; or
- Option 3. Upon his OR HER death, ½ of his OR HER retirement allowance as it was at the time of [his] retirement shall be continued throughout the life of and paid to [such] THE person [as] THAT he OR HER [shall nominate] NOMINATES by written designation duly acknowledged and filed with the Board of Trustees at the time of his OR HER retirement; or
- Option 4. Some other periodically paid benefit or benefits shall be paid either to the Class A or Class B member or to [such a] THE person or persons [as]

1 THAT he OR SHE [shall nominate] NOMINATES, provided such other
2 benefit or benefits shall be certified by the actuary to be of equivalent
3 actuarial value to his OR HER retirement allowance, and subject to
4 approval by the Board of Trustees.

5 (7) (I) [(4)] Any living retired Class A or Class B member [shall have] HAS the right, within
6 30 days after the effective date of his OR HER retirement, and not [thereafter] LATER,
7 to change his OR HER election of the maximum [ordinary] NON-LINE-OF-DUTY
8 disability retirement allowance to any one of the options [hereinbefore set forth]
9 SPECIFIED IN PARAGRAPH (6) OF THIS SUBSECTION, or to change his OR HER election
10 of any one of [said] THOSE options to another one of [said] THOSE options, or to
11 change his OR HER election from any one of [said] THOSE options to the maximum
12 [ordinary] NON-LINE-OF-DUTY disability retirement allowance.

13 (II) Any living retired Class A or Class B member [shall have] HAS the right, within 30
14 days after the effective date of his OR HER retirement, to change his OR HER
15 designation of a beneficiary; but thereafter no such change may be made in
16 connection with any option [hereinbefore set forth which] THAT provides for the
17 payment of a retirement allowance to, and throughout the life of, the beneficiary
18 designated.

19 (III) The election of any option or any change in connection [therewith] WITH ANY
20 OPTION shall be made on forms provided for that purpose by the [Retirement
21 Systems Office of the City of Baltimore] BOARD OF TRUSTEES, and filed with [said
22 office] THE BOARD.

23 (8) [(5)] If any living retired Class A or Class B member changes the type or kind of
24 retirement allowance elected by him OR HER, [as provided hereinbefore,] then any
25 payments [which] THAT may have been made to him OR HER [prior to such] BEFORE
26 THAT change are to be taken into account in arriving at the amount to be paid to him OR
27 HER in connection with the retirement allowance finally selected.

28 (9) [(6)] Any Class A or Class B member who retires and dies within 30 days after the
29 effective date of his OR HER retirement, and who has been granted a retirement allowance
30 of maximum benefits for [ordinary] NON-LINE-OF-DUTY disability under this subsection,
31 or who has elected to receive one of the several optional retirement allowances available
32 [in lieu thereof], [shall be] IS considered [as] TO BE a member dying in active service,
33 and the [ordinary] NON-LINE-OF-DUTY death benefits provided for in § 6(h) shall be paid
34 in lieu of the benefits provided for in this subsection.

35 (10) [(7)] Any [ordinary] NON-LINE-OF-DUTY disability retirement allowance payments made
36 to any retired Class A or Class B member, who dies within 30 days after the effective
37 date of his OR HER retirement, shall be offset against any amounts payable under the
38 provisions of § 6(h).

1 (11) [(8)] *Offset for Workers's Compensation benefits.*

2 (i) [*Benefits paid on*] *ON or before March 31, 2001.*

3 Any amounts paid or payable by the City of Baltimore on or before March 31,
4 2001, under any Workers' Compensation or similar law to a Class A or Class B
5 member or to the dependents of a member on account of any disability or death
6 shall be offset against and payable in lieu of any benefits payable out of funds
7 provided by the City under this subtitle on account of the same disability or
8 death. If the present value of the total commuted benefits under the Workers'
9 Compensation or similar law is less than the pension reserve for the benefits
10 otherwise payable from funds provided by the City under this subtitle, then the
11 present value of the commuted payments shall be deducted from the pension
12 reserve and the benefits as may be provided by the pension reserve so reduced
13 shall be payable under this subtitle.

14 (ii) [*Benefits paid on*] *ON or after April 1, 2001.*

15 Workers' Compensation benefits shall be offset against [ordinary] NON-LINE-OF-
16 DUTY disability benefits paid on or after April 1, 2001, in accordance with
17 subsection (k) of this section.

18 [(9) The panel of hearing examiners may, at its discretion but not more frequently than once
19 in any 1 year, require any retired Class A or Class B member, who is receiving a
20 disability retirement allowance and, who has not yet attained age 60, to undergo a
21 medical examination to determine whether he has become fit to resume duties in the
22 nature of those he was performing prior to his retirement. Such examination shall be
23 made in the place of residence of said retiree, or other place mutually agreed upon by the
24 retiree and a physician or physicians designated by the panel of hearing examiners. The
25 examining physician shall report his findings to the Panel of hearing examiners. If in the
26 opinion of the examining physician, said retiree is able to resume said duties, the City of
27 Baltimore Occupational Medical Service shall thereafter conduct a reexamination of said
28 retiree; and if it concurs in the opinion of the examining physicians, it shall certify to the
29 panel of hearing examiners that said retiree is fit for the further performance of duties in
30 the nature of those he was performing prior to his retirement. If the examining
31 physicians' opinions do not concur, the panel of hearing examiners shall schedule a
32 hearing to determine the fitness of a retiree to perform his former duties. The panel of
33 hearing examiners shall thereafter submit its determination to the head of the department
34 in which the retiree was employed prior to his retirement, and in the case of classified
35 employees, to the Civil Service Commission. For purpose of reemployment, the retiree
36 shall be treated by the head of his department and by the Civil Service Commission as if
37 he were an employee on leave of absence without pay. Until he is actually reemployed
38 by the City as an employee he shall continue to receive his ordinary disability retirement
39 allowance.

40 A disability retiree who has been certified as fit for further performance of his duties and
41 is restored to active service at a compensation not less than the annual rate of
42 compensation being paid currently to persons in the same grade and step as the retiree
43 was at the time of his retirement, plus the amount of any longevity payments currently
44 being paid for the length of service the retiree had at the time of his retirement, shall
45 cease to receive his retirement allowance. He shall again become a Class A or Class B

1 member of the Retirement System and shall contribute thereafter at the current rate of
2 contribution. Any previous service credit on the basis of which his service was
3 computed at the time of his retirement shall be restored to full force and effect and in
4 addition, upon his subsequent retirement, he shall be credited with all his service as a
5 member.

6 Should such disability retiree who has been certified as fit for the further performance of
7 his duties refuse to accept an offer of reemployment by the City as an employee
8 involving duties in the nature of those he was performing prior to his retirement and at a
9 salary not less than the rate of annual compensation being paid currently to persons in
10 the same grade and step as the retiree was at the time of his retirement, plus the amount
11 of any longevity payments currently being paid for the length of service the retiree had at
12 the time of his retirement, all rights in and to his pension shall be revoked by the Board
13 of Trustees, upon recommendation made by the panel of hearing examiners.

14 Should such disability retiree refuse to submit to the medical examinations herein
15 provided for, his ordinary disability retirement allowance may be discontinued until the
16 withdrawal of said refusal, and should his refusal continue for 1 year, all rights in and to
17 his pension shall be revoked by the Board of Trustees upon recommendation made by
18 the panel of hearing examiners.]

19 [(10) A Class A or Class B disability retiree may, without reduction of his retirement
20 allowance, earn annually an amount, hereinafter referred to as "earnings", equal to the
21 rate of the annual earnable compensation currently being paid to persons in the same
22 grade and step as the retiree was at the time of his retirement, plus the amount of any
23 longevity payments currently being paid for the length of service the retiree had at the
24 time of his retirement, said rate of earnable compensation plus longevity payments, if
25 any, hereinafter referred to as "base amount". Should such a retiree earn an annual
26 amount which is greater than his base amount, the pension otherwise payable to him
27 shall be reduced in the following manner:

28 For the first \$5,000 of earnings in excess of the base amount, a reduction of \$1 in
29 pension benefits shall be made for each \$2 earned. For any earnings in excess of
30 \$5,000 over the base amount, a reduction of \$2 in pension benefits shall be made for
31 each \$5 earned.

32 In the calendar year of retirement, the base amount shall be prorated on a monthly
33 basis. Benefits which may be payable to a beneficiary of a deceased disability retiree
34 under the provisions of this subtitle, shall not be reduced by reason of any excess
35 earnings said retiree may have had; and the base for calculating said beneficiary's
36 benefits shall be the total unreduced retirement allowance of the disability retiree,
37 notwithstanding the fact that said retiree was receiving a reduced retirement
38 allowance in the year of his death.

39 The term "earnings" as used in this subsection shall mean income derived from
40 wages, salaries, tips, commissions, other employee compensation, and
41 self-employment. In all cases of doubt the Board of Trustees shall decide what are
42 and what are not "earnings" for the purposes of administering the provisions of this
43 subsection.

1 Such disability retiree who has not been certified as fit to perform duties in the nature
2 of those he was performing prior to his retirement may, nevertheless, accept suitable
3 employment with the City, subject to the “earnings” provisions contained herein;
4 provided, however, that such an employee shall not again become a member of any
5 retirement system supported in whole or in part by the Mayor and City Council of
6 Baltimore.]

7 [(11) On or before May 1, of each year following his disability retirement, a Class A or
8 Class B disability retiree shall submit, on a form issued by the Board of Trustees or on
9 its equivalent as approved by the Board of Trustees, a signed statement setting forth his
10 total gross earnings, if any, in the preceding calendar year and the source of said
11 earnings. The execution of said forms by a disability retiree shall have the same effect as
12 a statement sworn to by him before a notary public. Should any disability retiree fail to
13 submit said signed statement, his retirement allowance may thereafter be discontinued by
14 the Board of Trustees until he has complied; and should he fail to submit said signed and
15 completed statement by May 1, of the succeeding year, all rights in and to his pension
16 may be revoked by the Board of Trustees.]

17 (12) (I) [In the event that] If a member who was an employee on or after June 29, 1989,
18 retires and elects to receive maximum benefits without optional modification later
19 dies and is survived by a spouse to whom the member had been married for a least 1
20 year immediately prior to retirement, an amount equal to 35% (or such different
21 amount as set forth below) of the allowance [said] THAT THE member was receiving
22 shall be paid to [such] THE surviving spouse to continue as long as he or she remains
23 unmarried.

24 (II) If there is no [such] ELIGIBLE SURVIVING spouse or if the spouse dies or remarries
25 before the youngest unmarried child of [said] THE deceased member [shall have] HAS
26 [either] attained the age of 18 years or, [in the event said] IF THE child is a full-time
27 student, before he OR SHE [shall have] HAS attained the age of 22 years, then an
28 amount equal to 35% (or such different amount as set forth below) of the allowance
29 [said] THAT THE member was receiving shall be paid to [such] THE child or children,
30 divided in [such] THE manner [as] THAT the Board of Trustees in its discretion [shall
31 determine] DETERMINES, to continue for the benefit of [such] THE child or children
32 until the last child marries, dies, or [either] attains [the] EITHER age [of] 18 [years] or,
33 [in the event he is] IF a full-time student, [attains the] age [of] 22 [years].

34 (III) For members who terminate employment with the City before June 29, 1990, [the
35 preceding two sentences] SUBPARAGRAPHS (I) AND (II) shall be read by substituting
36 “33⅓%” for “35%” wherever [such] THOSE amounts appear [therein].

37 (IV) [However, effective] EFFECTIVE June 28, 1992, any eligible surviving spouse, child,
38 or children of a member who retired and elected, or who will retire and elect, the
39 maximum benefit under [the above paragraph] THIS PARAGRAPH (12), shall receive
40 40% of the allowance the member was receiving.

1 (e) *[Accidental] LINE-OF-DUTY disability benefit.*

2 (1) *ELIGIBILITY REQUIREMENTS.*

3 [Any] A Class A or Class B member SHALL BE RETIRED ON A LINE-OF-DUTY DISABILITY
4 RETIREMENT [who has been determined by] IF a hearing examiner [to be] DETERMINES
5 THAT THE MEMBER IS totally and permanently incapacitated for the further performance
6 of the duties of his OR HER job classification in the employ of Baltimore City, as the
7 natural and proximate result of an accident occurring while in the actual performance of
8 duty at some definite time and place, without willful negligence on his OR HER part[,
9 shall be retired by the Board of Trustees on an accidental disability retirement].

10 (2) *APPLICATION AND FILING DEADLINE.*

11 TO RETIRE UNDER THIS SUBSECTION, THE MEMBER MUST:

- 12 (I) APPLY TO THE BOARD OF TRUSTEES, ON A FORM APPROVED BY THE BOARD; AND
- 13 (II) SUBMIT THE APPLICATION TO THE BOARD NO LATER THAN 1 YEAR FOLLOWING
- 14 THE MEMBER’S LAST DAY OF CITY EMPLOYMENT.

15 (3) *EFFECTIVE DATE OF LINE-OF-DUTY DISABILITY RETIREMENT.*

16 A LINE-OF-DUTY DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT AS
17 FOLLOWS:

- 18 (I) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
- 19 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
- 20 FOLLOWING THE MEMBER’S LAST DAY OF CITY EMPLOYMENT; AND
- 21 (II) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
- 22 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
- 23 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.

24 (f) *Allowance on [accidental] LINE-OF-DUTY disability retirement.*

25 (1) Upon retirement for [accidental] LINE-OF-DUTY disability, a Class A or Class B member
26 [shall be] is entitled to receive the maximum [accidental] LINE-OF-DUTY disability
27 retirement allowance, which shall consist of:

- 28 (i) [(1)] an annuity which shall be the actuarial equivalent of his OR HER
- 29 accumulated contributions at the time of [his] retirement; and
- 30 (ii) [(2)] a pension, in addition to the annuity, of 66²/₃% of his average final
- 31 compensation.

32 (2) [(3)] *Optional retirement allowances.*

33 Any Class A or Class B member who is entitled to receive the maximum [accidental]
34 LINE-OF-DUTY disability retirement allowance may elect to receive [such] THAT
35 maximum [accidental] LINE-OF-DUTY disability retirement allowance, or [he] may elect

1 to receive the actuarial equivalent of [such] THAT maximum [accidental] LINE-OF-DUTY
2 disability retirement allowance, computed as of the effective date of his OR HER
3 retirement, in a lesser amount payable throughout his OR HER life in accordance with the
4 following provisions:

5 Option 1. If he OR SHE dies before [he has] HAVING received in total retirement
6 benefits the present value of his OR HER retirement allowance as it was at
7 the time of [his]retirement, the balance shall be paid to his OR HER legal
8 representatives or to [such] THE person [as] THAT he OR SHE [shall
9 nominate] NOMINATES by written designation duly acknowledged and
10 filed with the Board of Trustees; or

11 Option 2. Upon his death, his retirement allowance as it was at the time of his
12 retirement shall be continued throughout the life of and paid to [such]
13 THE person [as] THAT he OR SHE [shall nominate] NOMINATES by written
14 designation duly acknowledged and filed with the Board of Trustees at
15 the time of his OR HER retirement; or

16 Option 3. Upon his OR HER death, 1/2 of his OR HER retirement allowance as it was at
17 the time of [his] retirement shall be continued throughout the life of and
18 paid to [such] THE person [as] THAT he OR SHE [shall nominate]
19 NOMINATES by written designation duly acknowledged and filed with the
20 Board of Trustees at the time of his retirement; or

21 Option 4. Some other periodically paid benefit or benefits shall be paid either to the
22 Class A or Class B member or to [such] THE person or persons [as] THAT
23 he OR SHE [shall nominate] NOMINATES, provided such other benefit or
24 benefits shall be certified by the actuary to be of equivalent actuarial
25 value to his OR HER retirement allowance, and subject to approval by the
26 Board of Trustees.

27 (3) (i) [(4)] Any living retired Class A or Class B member [shall have] HAS the right, within
28 30 days after the effective date of his OR HER retirement, and not [thereafter] LATER,
29 to change his OR HER election of the maximum [accidental] LINE-OF-DUTY disability
30 retirement allowance to any one of the options [hereinbefore set forth] SPECIFIED IN
31 PARAGRAPH (2) OF THIS SUBSECTION, or to change his OR HER election of any one of
32 [said] THOSE options to another one of [said] THOSE options, or to change his OR HER
33 election from any one of [said] THOSE options to the maximum [accidental] LINE-OF-
34 DUTY disability retirement allowance.

35 (ii) Any living retired member [shall have] HAS the right, within 30 days after the
36 effective date of his OR HER retirement, to change his OR HER designation of a
37 beneficiary; but thereafter no such change may be made in connection with any
38 option [hereinbefore set forth which] THAT provides for the payment of a retirement
39 allowance to, and throughout the life of, the beneficiary designated.

40 (iii) The election of any option or any change in connection [therewith] with any option
41 shall be made on forms provided for that purpose by the [Retirement Systems Office
42 of the City of Baltimore] BOARD OF TRUSTEES, and filed with [said office] THE
43 BOARD.

1 (4) [(5)] If any living retired Class A or Class B member changes the type or kind of
2 retirement allowance elected by him OR HER, [as provided hereinbefore,] then any
3 payments [which] THAT may have been made to him OR HER [prior to such] BEFORE
4 THAT change are to be taken into account in arriving at the amount to be paid to him OR
5 HER in connection with the retirement allowance finally selected.

6 (5) (i) [(6)] Any Class A or Class B member who retires and dies within 30 days after the
7 effective date of his OR HER retirement, and who has been granted a retirement
8 allowance of maximum benefits for [accidental] LINE-OF-DUTY disability under this
9 subsection, or who has elected to receive one of the several optional retirement
10 allowances available [in lieu thereof], [shall be] IS considered [as] TO BE a member's
11 dying in active service, and the [ordinary] NON-LINE-OF-DUTY death benefits
12 provided for in § 6(h) shall be paid in lieu of the benefits provided for in this
13 subsection.

14 (ii) [However, if such] IF A HEARING EXAMINER DETERMINES THAT THE member's death
15 is the result of injuries sustained in the line of duty or was directly attributable to the
16 inherent hazards of the duties performed by [such] THE employee and [the Board of
17 Trustees shall determine] THAT the death was not caused by willful negligence on the
18 part of the member, then there shall be paid in lieu of the [ordinary] NON-LINE-OF-
19 DUTY death benefit provided for in § 6(h), the [accidental] LINE-OF-DUTY death
20 benefit provided for in § 6(i), subject to the conditions [therein] OF THOSE SECTIONS.

21 (6) [(7)] Any [accidental] LINE-OF-DUTY disability retirement allowance payments made to
22 any [such] retired Class A or Class B member, who dies within 30 days after the
23 effective date of his OR HER retirement, shall be offset against any amounts payable
24 under the provisions of §§ 6(h) or 6(i).

25 (7) [(8)] *Offset for Workers's Compensation benefits.*

26 (i) *Benefits paid on or before March 31, 2001.*

27 Any amounts paid or payable BY THE CITY OF BALTIMORE on or before March
28 31, 2001, [by the City of Baltimore] under any Workers' Compensation or
29 similar law to a Class A or Class B member or to the dependents of a member on
30 account of any disability or death shall be offset against and payable in lieu of
31 any benefits payable out of funds provided by the City under this subtitle on
32 account of the same disability or death. If the present value of the total
33 commuted benefits under the Workers' Compensation or similar law is less than
34 the pension reserve for the benefits otherwise payable from funds provided by
35 the City under this subtitle, then the present value of the commuted payments
36 shall be deducted from the pension reserve and the benefits as may be provided
37 by the pension reserve so reduced shall be payable under this subtitle.

1 (ii) *Benefits paid on or after April 1, 2001.*

2 Workers' Compensation benefits shall be offset against [accidental] LINE-OF-
3 DUTY disability benefits paid on or after April 1, 2001, in accordance with
4 subsection (k) of this section.

5 [(9)The panel of hearing examiners may, at its discretion but not more frequently than once
6 in any 1 year, require any retired Class A or Class B member, who is receiving a
7 disability retirement allowance and, who has not yet attained age 60, to undergo a
8 medical examination to determine whether he has become fit to resume duties in the
9 nature of those he was performing prior to his retirement. Such examination shall be
10 made in the place of residence of said retiree, or other place mutually agreed upon by the
11 retiree and a physician or physicians designated by the panel of hearing examiners. The
12 examining physician shall report his findings to the panel of hearing examiners. If in the
13 opinion of the examining physician, said retiree is able to resume said duties, the City of
14 Baltimore Occupational Medical Service shall thereafter conduct a reexamination of said
15 retiree; and if it concurs in the opinion of the examining physicians, it shall certify to the
16 panel of hearing examiners that said retiree is fit for the further performance of duties in
17 the nature of those he was performing prior to his retirement. If the examining
18 physicians' opinions do not concur, the panel of hearing examiners shall schedule a
19 hearing to determine the fitness of a retiree to perform his former duties. The panel of
20 hearing examiners shall thereafter submit its determination to the head of the department
21 in which the retiree was employed prior to his retirement, and in the case of classified
22 employees, to the Civil Service Commission. For purpose of reemployment, the retiree
23 shall be treated by the head of his department and by the Civil Service Commission as if
24 he were an employee on leave of absence without pay. Until he is actually reemployed
25 he shall continue to receive his ordinary disability retirement allowance.

26 Such disability retiree who has been certified as fit for further performance of his duties
27 and is restored to active service at a compensation not less than the rate of annual
28 compensation being paid currently to persons in the same grade and step as the retiree
29 was at the time of his retirement, plus the amount of any longevity payments currently
30 being paid for the length of service the retiree had at the time of his retirement, shall
31 cease to receive his retirement allowance. He shall again become a Class A or Class B
32 member of the Retirement System and shall contribute thereafter at the current rate of
33 contribution. Any previous service credit on the basis of which his service was
34 computed at the time of his retirement shall be restored to full force and effect and in
35 addition, upon his subsequent retirement, he shall be credited with all his service as a
36 member.

37 Should such disability retiree who has been certified as fit for the further performance of
38 his duties refuse to accept an offer of reemployment by the City involving duties in the
39 nature of those he was performing prior to his retirement and at a salary not less than the
40 rate of annual compensation being paid currently to persons in the same grade and step
41 as the retiree was at the time of his retirement, plus the amount of any longevity
42 payments currently being paid for the length of service the retiree had at the time of his
43 retirement, all rights in and to his pension shall be revoked by the Board of Trustees,
44 upon recommendation made by the Panel of Hearing Examiners.

45 Should a disability retiree refuse to submit to the medical examinations herein provided
46 for, his accidental disability retirement allowance may be discontinued until the

1 withdrawal of said refusal, and should his refusal continue for 1 year, all rights in and to
2 his pension shall be revoked by the Board of Trustees, upon recommendation made by
3 the Panel of Hearing Examiners.]

4 [(10) A Class A or Class B disability retiree may, without reduction of his retirement
5 allowance, earn annually an amount, hereinafter referred to as “earnings”, equal to the
6 rate of the annual earnable compensation currently being paid to persons in the same
7 grade and step as the retiree was at the time of his retirement, plus the amount of any
8 longevity payments currently being paid for the length of service the retiree had at the
9 time of his retirement, said rate of earnable compensation plus longevity payments, if
10 any, hereinafter referred to as “base amount”. Should such a retiree earn an annual
11 amount which is greater than his base amount, the pension otherwise payable to him
12 shall be reduced in the following manner:

13 For the first \$5,000 of earnings in excess of the base amount, a reduction of \$1 in
14 pension benefits shall be made for each \$2 earned. For any earnings in excess of \$5,000
15 over the base amount, a reduction of \$2 in pension benefits shall be made for each \$5
16 earned.

17 In the calendar year of retirement, the base amount shall be prorated on a monthly basis.
18 Benefits which may be payable to a beneficiary of a deceased disability retiree under the
19 provisions of this subtitle, shall not be reduced by reason of any excess earnings said
20 retiree may have had; and the base for calculating said beneficiary’s benefits shall be the
21 total unreduced retirement allowance of the disability retiree, notwithstanding the fact
22 that said retiree was receiving a reduced retirement allowance in the year of his death.

23 The term “earnings” as used in this subsection shall mean income derived from wages,
24 salaries, tips, commissions, other employee compensation, and self-employment. In all
25 cases of doubt the Board of Trustees shall decide what are and what are not “earnings”
26 for the purposes of administering the provisions of this subsection.

27 Such disability retiree who has not been certified as fit to perform duties in the nature of
28 those he was performing prior to his retirement may, nevertheless, accept suitable
29 employment with the City, subject to the “earnings” provisions contained herein;
30 provided, however, that such an employee shall not again become a member of any
31 retirement system supported in whole or in part by the Mayor and City Council of
32 Baltimore.]

33 [(11) On or before May 1 of each year following his disability retirement, a Class A or Class
34 B disability retiree shall submit, on a form issued by the Board of Trustees or on its
35 equivalent as approved by the Board of Trustees, a signed statement setting forth his
36 total earnings, if any, in the preceding calendar year, and the sources of said earnings.
37 The execution of said forms by a disability retiree shall have the same effect as a
38 statement sworn to by him before a notary public. Should any disability retiree fail to
39 submit said signed and completed statement, his retirement allowance may thereafter be
40 discontinued by the Board of Trustees, until he has complied; and should he fail to
41 submit said signed and completed statement by May 1, of the succeeding year, all rights
42 in and to his pension may be revoked by the Board of Trustees.]

43 (8) (i) [(12)(i)] If a member who was an employee on or after July 1, 1987, but not after
44 June 28, 1989, retires and elects to receive maximum benefits without optional

1 modification later dies and is survived by a spouse to whom the member had been
2 married for at least 1 year immediately prior to retirement, an amount equal to 5% of
3 the allowance the member was receiving shall be paid to the surviving spouse to
4 continue as long as he or she remains unmarried.

5 (II) If there is no ELIGIBLE surviving spouse or if the spouse dies or remarries before the
6 youngest unmarried child of the deceased member attains age 18 or, if the child is a
7 full-time student, before he or she attains age 22, then an amount equal to 5% of the
8 allowance the member was receiving shall be paid to the child or children, divided in
9 the manner that the Board of Trustees in its discretion determines, to continue for the
10 benefit of the child or children until the last child marries, dies, or attains EITHER age
11 18 or, if a full-time student, AGE 22.

12 (III) [(ii)] Effective April 1, 2001, any eligible surviving spouse, child, or children of
13 a member who retired and elected the maximum benefit under [subparagraph (i)
14 of] this paragraph [(12)] (8), shall receive 40% of the allowance the member was
15 receiving.

16 (9) (I) [(13) In the event that] If a member who was an employee on or after June 29, 1989,
17 retires and elects to receive maximum benefits without optional modification later
18 dies and is survived by a spouse to whom the member had been married for at least 1
19 year immediately prior to retirement, an amount equal to 35% (or such different
20 amount as set forth below) of the allowance [said] THAT THE member was receiving
21 shall be paid to [such] THE surviving spouse to continue as long as he or she remains
22 unmarried.

23 (II) If there is no [such] ELIGIBLE SURVIVING spouse or if the spouse dies or remarries
24 before the youngest unmarried child of [said] THE deceased member [shall have
25 either] HAS attained the age of 18 years or, [in the event said] IF THE child is a
26 full-time student, before he OR SHE [shall have] HAS attained the age of 22 years,
27 then an amount equal to 35% (or such different amount as set forth below) of the
28 allowance [said] THAT THE member was receiving shall be paid to [such] THE child
29 or children, divided in [such] THE manner [as] THAT the Board of Trustees in its
30 discretion [shall determine] DETERMINES, to continue for the benefit of [such] THE
31 child or children until the last child marries, dies, or [either] attains [the] EITHER age
32 [of] 18 [years] or, [in the event he is] IF a full-time student, [attains the] age [of] 22
33 [years].

34 (III) For members who terminate employment with the City before June 29, 1990, [the
35 preceding two sentences] SUBPARAGRAPHS (I) AND (II) shall be read by substituting
36 "33⅓%" for "35%" wherever [such] THOSE amounts appear [therein].

37 (IV) [However, effective] EFFECTIVE June 28, 1992, any eligible surviving spouse, child,
38 or children of a member who retired and elected, or who will retire and elect, the
39 maximum benefit under [the above] THIS paragraph (9), shall receive 40% of the
40 allowance the member was receiving.

(10) [(14)] *Survivorship benefits for beneficiaries of members who terminated employment on or before June 30, 1987 and selected maximum benefits.*

(i) *Members who died on or before March 31, 2001.*

No benefit is payable to the beneficiary(ies), next of kin, or the estate of a member who selected maximum benefits and dies on or before March 31, 2001.

(ii) *Members who die on or after April 1, 2001.*

(A) If a member who was an employee and retired before July 1, 1987, and elected to receive maximum benefits without optional modification dies on or after April 1, 2001, and is survived by a spouse to whom the member had been married for at least 1 year immediately before retirement, an amount equal to 40% of the allowance the member was receiving shall be paid to the surviving spouse to continue as long as he or she remains unmarried.

(B) If there is no ELIGIBLE surviving spouse or if the spouse dies or remarries before the youngest unmarried child of the deceased member attains age 18 or, if the child is a full-time student, before he or she attains age 22, then an amount equal to 40% of the allowance the member was receiving shall be paid to the child or children, divided in the manner that the Board of Trustees in its discretion determines, to continue for the benefit of the child or children until the last child marries, dies, or attains either age 18 or, if a full-time student, AGE 22.

(h) *Non-line-of-duty death benefit.*

(4) *40% survivorship death benefit.*

(IX) FOR PURPOSES OF THIS PARAGRAPH, THE DECEASED MEMBER’S PRE-ENROLLMENT OR PRE-MEMBERSHIP EMPLOYMENT:

(A) SHALL BE INCLUDED IN FIGURING THE MINIMUM 20 YEARS OF SERVICE CREDIT NEEDED TO BE ELIGIBLE TO RECEIVE THIS DEATH BENEFIT; BUT

(B) MAY NOT BE COUNTED AS SERVICE CREDIT FOR PURPOSE OF CALCULATING THE AMOUNT OF THE DEATH BENEFIT, UNLESS PURCHASED AS SERVICE CREDIT IN ACCORDANCE WITH § 16 OF THIS ARTICLE.

(k) *Offset for Workers’ Compensation benefits – Benefits paid on or after April 1, 2001.*

(1) *Scope of subsection.*

This subsection applies to a member or beneficiaries of a member:

(i) the payment of whose retirement benefit commences on or after April 1, 2001, either:

(A) [A.] on account of [an ordinary] A NON-LINE-OF-DUTY disability under subsection (c), (d), or (d-1), or

(B) [B.] on account of [an accidental] A LINE-OF-DUTY disability under subsection (e) or (f); or

(ii) who dies on or after April 1, 2001, and is awarded either:

(A) [A.] a non-line-of-duty death benefit under subsection (h), or

(B) [B.] a line-of-duty death benefit under subsection (i).

§ 9. Class C membership.

(d) [Rights of servicemen.] MILITARY PERSONNEL – BENEFITS, MEMBERSHIP, AND SERVICE CREDIT DURING EMPLOYMENT.

[(1) The rights and status of any Class C member who is inducted into the land, air or naval forces of the United States for training and service pursuant to the act of Congress known as the “Selective Training and service Act of 1940”, or any subsequent acts of a similar nature, and any member of any reserve component of the land, naval or air forces of the United States or of the State of Maryland on active duty or service within said period who is ordered or assigned to active duty or service within said period, as well as any member who, within said period enlists in the armed forces of the United States, and who may be absent in such military service shall be as follows: During the period of such absence, no such person or his estate shall have any right or be entitled to ordinary disability benefits, dismemberment disability benefits, accidental disability benefits, death benefits, optional modes of payment, or other disability or death benefits in the Retirement System. Any such person, during such absence except as herein otherwise specified, shall retain his status and rights as a member of the Retirement System: (a) if within 90 days or such longer period during which his employment rights are protected by law from the time he is relieved from active duty or service he shall be actively employed by the City of Baltimore; and (b) if he shall not have previously taken any other employment except temporary employment after he has applied for reemployment in his former classification or position in City service, and he has been refused immediate reemployment for causes beyond his control; and (c) if he shall make application for such credit with the Retirement System within 120 days after reemployment. If under the above restrictions any such person again be actively employed or reinstated as a regular employee on a leave of absence within 90 days or such longer period during which his employment rights are protected by law from the time he is relieved from active military duty, he shall receive service credit for the period of his absence, except that no credit shall be given when an absence exceeds 5 years. In the event any such person who may be absent in such military service, or his estate, after reinstatement in the Employees’ Retirement System of the City of Baltimore, files claim for any ordinary disability, dismemberment disability, accidental disability, or death benefits whatsoever with said system, and the panel of hearing examiners shall determine that the cause or origin of such ordinary disability, accidental disability, dismemberment disability or death is in any manner, either directly or indirectly, attributable or due to, or may have arisen out of his military service, then such person or his estate or dependents shall not be entitled to any benefits other than the return of his accumulated contributions, if any, and further that in the event any such person shall, after reinstatement, receive any disability compensation of any nature, either from the United States of America, any department or agency thereof, or from any of the states or territories of the United States or from the District of Columbia, then the amount of such

1 payments paid shall be deducted from any funds payable by the Employees' Retirement
2 System of Baltimore City to such person or his estate or dependents on account of any
3 benefits other than the return of his accumulated contributions for which any claim has
4 been filed. The Board of Trustees is hereby authorized to issue rules and regulations to
5 carry out the provisions of this section, notwithstanding any present rules and regulations
6 to the contrary.]

7 (1) *SCOPE OF SUBSECTION.*

8 THIS SUBSECTION APPLIES ONLY TO A MEMBER OF THIS SYSTEM WHO:

9 (I) ON ACCOUNT OF MILITARY SERVICE, AS DEFINED IN PARAGRAPH (6) OF THIS
10 SUBSECTION, IS ON UNPAID LEAVE OF ABSENCE FROM PAID CITY EMPLOYMENT;

11 (II) WITHIN 1 YEAR AFTER HE OR SHE LEAVES MILITARY SERVICE, OR ANY LONGER
12 PERIOD DURING WHICH HIS OR HER EMPLOYMENT RIGHTS ARE PROTECTED BY
13 FEDERAL LAW, IS REEMPLOYED BY THE CITY OF BALTIMORE AS A REGULAR AND
14 PERMANENT EMPLOYEE;

15 (III) DOES NOT TAKE ANY EMPLOYMENT, OTHER THAN EMPLOYMENT DESCRIBED IN
16 ITEM (II) OF THIS PARAGRAPH OR TEMPORARY EMPLOYMENT AFTER THE MEMBER:

17 (A) APPLIED FOR REEMPLOYMENT IN HIS OR HER FORMER CLASSIFICATION OR
18 POSITION IN THE CITY SERVICE; AND

19 (B) WAS REFUSED IMMEDIATE REEMPLOYMENT FOR CAUSES BEYOND HIS OR
20 HER CONTROL; AND

21 (IV) APPLIES FOR SERVICE CREDIT WITH THE SYSTEM.

22 (2) *RETENTION OF STATUS AND RIGHTS AS A MEMBER.*

23 EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, A MEMBER OF THIS SYSTEM WHO
24 IS REEMPLOYED UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION RETAINS THE STATUS
25 AND RIGHTS AS A MEMBER DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR
26 MILITARY SERVICE.

27 (3) *SERVICE CREDIT.*

28 A MEMBER OF THIS SYSTEM SHALL RECEIVE SERVICE CREDIT FOR A PERIOD OF ABSENCE
29 FROM EMPLOYMENT WHILE IN MILITARY SERVICE IF:

30 (I) THE REEMPLOYMENT OF THE MEMBER UNDER PARAGRAPH (1)(II) OF THIS SECTION
31 IS PAID EMPLOYMENT; AND

32 (II) MEMBERSHIP IN THIS SYSTEM IS A REQUIREMENT OF THAT EMPLOYMENT.

1 (4) *TRANSFER OF SERVICE CREDIT.*

2 A MEMBER OF THIS SYSTEM WHO RECEIVES SERVICE CREDIT FOR MILITARY SERVICE
3 UNDER THIS SUBSECTION MAY TRANSFER THE CREDIT TO ANOTHER STATE OR LOCAL
4 RETIREMENT OR PENSION SYSTEM.

5 (5) *BENEFITS PROHIBITED DURING ABSENCE.*

6 A MEMBER OF THIS SYSTEM, THE MEMBER'S BENEFICIARY, OR THE MEMBER'S ESTATE IS
7 NOT ENTITLED TO LINE-OF-DUTY DISABILITY BENEFITS OR LINE-OF-DUTY DEATH
8 BENEFITS ARISING FROM THE MEMBER'S DEATH OR DISABILITY DURING A PERIOD THAT
9 THE MEMBER IS ABSENT FROM EMPLOYMENT FOR MILITARY SERVICE.

10
11 (6) *"MILITARY SERVICE" DEFINED.*

12 (i) IN THIS SUBSECTION, "MILITARY SERVICE" MEANS ANY:

13 (A) "SERVICE IN THE UNIFORMED SERVICES", AS DEFINED BY AND INTERPRETED
14 UNDER 38 U.S.C. § 4303(13); OR

15 (B) "MILITARY SERVICE", AS DEFINED BY AND INTERPRETED UNDER STATE
16 PERSONNEL AND PENSION ARTICLE §38-101(D);

17 (ii) "MILITARY SERVICE" INCLUDES ACTIVE DUTY, ACTIVE DUTY FOR TRAINING, INITIAL
18 ACTIVE DUTY FOR TRAINING, AND INACTIVE DUTY TRAINING (SUCH AS DRILLS),
19 UNDER COMPETENT AUTHORITY, ON A VOLUNTARY OR INVOLUNTARY BASIS, IN THE
20 ARMY, NAVY, MARINE CORPS, AIR FORCE, COAST GUARD, PUBLIC HEALTH SERVICE
21 COMMISSIONED CORPS, THE ARMY NATIONAL GUARD, THE AIR NATIONAL GUARD,
22 THE MARYLAND NATIONAL GUARD, AS WELL AS THE RESERVE COMPONENTS OF
23 EACH OF THESE SERVICES, AND ANY OTHER CATEGORY OF PERSONS DESIGNATED BY
24 THE PRESIDENT OR THE GOVERNOR OF THE STATE OF MARYLAND IN TIME OF WAR OR
25 NATIONAL OR STATE EMERGENCY.

26 (7) *RULES AND REGULATIONS.*

27 THE BOARD OF TRUSTEES MAY ADOPT RULES, RESOLUTIONS, AND REGULATIONS TO
28 CARRY OUT THIS SUBSECTION.

29 (D-1) *MILITARY PERSONNEL – Credit for military service prior to employment.*

30 (1) [(2)] Notwithstanding any other provision of this subtitle, upon proper application to the
31 retirement system, up to 3 years of credit shall be granted for military service, as defined
32 in § 9(d)(1) of this subtitle, to any Class C member who has served in the military prior
33 to employment with the City, provided:

34 (i) if the member terminates employment on or before June 28, 1993, the member
35 has acquired at least 10 years of service and has attained at least age 65, or the
36 member has acquired 35 years of service, and has attained at least age 62;

37 (ii) if the member terminates employment on or after June 29, 1993, and on or before
38 December 31, 1995, the member has acquired at least 10 years of service and has

1 attained at least age 62, or the member has acquired 30 or more years of service,
2 regardless of age;

3 (iii) if the member terminates employment on or after January 1, 1996, the member
4 has acquired at least 10 years of service and has attained at least age 62, or the
5 member has acquired 20 or more years of service, regardless of age.

6 (2) However, a member [shall] MAY not be awarded credit if he has received credit for a
7 period of military service under another retirement system, for which retirement benefits
8 have been or will be received by him; however, this exclusion does not apply to any such
9 credit provided through Federal Old-Age and Survivors Insurance (Social Security), or
10 to any benefits provided under Title 3 or Title 10, Chapter 67, §§ 1331 through 1337 of
11 the U.S. Code. In addition, the military service credit herein provided [shall] MAY not
12 exceed 3 years. The City shall make all necessary contributions to the pension and
13 annuity funds for the funding of military service credit.

14 (3) The Board of Trustees is hereby authorized to issue rules and regulations to carry out the
15 provisions of this section, notwithstanding any present rules and regulations to the
16 contrary.

17 (i) [*Ordinary*] *NON-LINE-OF-DUTY disability retirement benefit.*

18 (1) *ELIGIBILITY REQUIREMENTS.*

19 [*Any*] A Class C member SHALL BE RETIRED ON A NON-LINE-OF-DUTY DISABILITY
20 RETIREMENT IF:

21 (i) [who] THE MEMBER has acquired AT LEAST 5 [or more] years of service, AS
22 DETERMINED BY THE BOARD OF TRUSTEES; and

23 (ii) [who has been determined by] a hearing examiner DETERMINES THAT:

24 (A) [to be] THE MEMBER IS mentally or physically incapacitated for the
25 further performance of the duties of [the member's] HER OR HIS job
26 classification in the employ of the City, and

27 (B) [that such] THE incapacity is likely to be permanent[, may be retired
28 on an ordinary disability retirement].

29 (2) *APPLICATION AND FILING DEADLINE.*

30 TO RETIRE UNDER THIS SUBSECTION, THE MEMBER MUST:

31 (I) APPLY TO THE BOARD OF TRUSTEES, ON A FORM APPROVED BY THE BOARD; AND

32 (II) SUBMIT THE APPLICATION TO THE BOARD NO LATER THAN 1 YEAR FOLLOWING
33 THE MEMBER'S LAST DAY OF CITY EMPLOYMENT.

1 (3) *EFFECTIVE DATE OF NON-LINE-OF-DUTY DISABILITY RETIREMENT.*

2 A NON-LINE-OF-DUTY DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT
3 AS FOLLOWS:

4
5 (i) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
6 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
7 FOLLOWING THE MEMBER’S LAST DAY OF CITY EMPLOYMENT; AND

8 (ii) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
9 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
10 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.

11 [If the hearing examiner determines that the member has suffered any permanent
12 disability which prevents the member from the further performance of the duties of the
13 member’s job classification in the employ of the City of Baltimore, the City shall within
14 30 days of the expiration of the appeal period as provided in § 9(p), or, if an appeal is
15 taken, within 30 days of the final determination of all appeals, refer the member to the
16 City of Baltimore Occupational Medical Service for job evaluation to determine whether
17 the member is suitable for reemployment with the City in another position at the same
18 rate of compensation as he was receiving in his last position.

19 During the period such member is being evaluated, he shall temporarily receive the
20 ordinary disability benefits under this section until such time as the City of Baltimore
21 Occupational Medical Service has determined that either the member is suitable for
22 reemployment in another position or that the City cannot offer any alternative
23 employment. If the determination by the City of Baltimore Occupational Medical
24 Service is that the member is reemployable, the member shall either be reemployed
25 within 1 year and the award of ordinary disability benefits terminated, or else the
26 member shall be retired on ordinary disability retirement subject to the other provisions
27 of this subtitle. If the determination by the City of Baltimore Occupational Medical
28 Service is that the member is not reemployable, the member shall be retired on ordinary
29 disability retirement subject to the other provisions of this subtitle.

30 If the member is aggrieved by the determination of the City of Baltimore Occupational
31 Medical Service and refuses to accept the offer of reemployment, he may appeal to the
32 panel of hearing examiners. The hearing examiner shall determine whether the member
33 is capable of performing the duties of the position offered. If the hearing examiner’s
34 determination is that the member cannot perform the duties of the position offered, the
35 member shall be retired on ordinary disability retirement subject to the other provisions
36 of this subtitle. If the hearing examiner determines that the member is capable of
37 performing the duties of the position offered, and the member again refuses the offer of
38 reemployment, the award of ordinary disability benefits shall be terminated.]

39 (4) [(1)] *NON-LINE-OF-DUTY DISABILITY ALLOWANCE FOR RETIREMENT ON OR BEFORE OCTOBER*
40 *15, 1992.*

41 (i) Upon retirement for [ordinary] NON-LINE-OF-DUTY disability on or before October
42 15, 1992, a member who has not attained the age of 60 [shall be] is entitled to
43 receive a maximum pension equal to the pension determined in accordance with

1 § 9(e) as if he OR SHE remained employed by the City until the normal retirement
2 date, age 65, multiplied by the greater of:

3 (A) [(i)] a fraction, the numerator of which [shall be] IS the number of years (and
4 fractions thereof) of [his] THE MEMBER'S service prior to the time he OR SHE
5 ceased to be employed by the City, and the denominator of which [shall be]
6 IS the number of years (and fractions thereof) of service that [he] THE
7 MEMBER would have had if he OR SHE had continued to be employed by the
8 City until [his] normal retirement date, age 65; or

9 (B) [(ii)] ½.

10 (II) However, the [ordinary] NON-LINE-OF-DUTY disability benefit provided for [under]
11 BY this subsection[, shall] MAY not be greater than the early retirement benefit a
12 member would be entitled to receive at age 60, as if he OR SHE remained employed
13 until that time, and based upon the assumption that there would be no change in his
14 OR HER average final compensation.

15 (5) [(2)] *ALLOWANCE ON NON-LINE-OF-DUTY DISABILITY RETIREMENT.*

16 (A) Upon retirement for [ordinary] NON-LINE-OF-DUTY disability on or after October 16,
17 1992, a member [shall be] IS entitled to receive a maximum pension [which shall be]
18 THAT IS equal to the greater of:

19 (i) the member's accrued service retirement benefit, as determined in
20 accordance with § 9(e); or

21 (ii) 15% of the member's average final compensation.

22 [(3) For purposes of determining the benefit under this § 9(i), the offset of the Primary Social
23 Security Benefit will be calculated on the assumption that the member would have
24 continued to receive until his normal retirement date, age 65, compensation at the rate in
25 effect at the time of his retirement.]

26 [(4) *Offset to ordinary disability retirement benefit on account of unemployment*
27 *compensation.*

28 There shall be offset from any ordinary disability retirement benefit the full amount of
29 any benefit or payment currently payable on or after ordinary disability retirement on
30 account of unemployment compensation insurance under any Federal, State, or City law,
31 when the City either pays the cost of the benefit by the reimbursement method or the
32 City's experience rate is affected as a result of the taxing method.]

33 (5) [(4a)] *Offsets for Worker's Compensation benefits.*

34 (i) *On or before March 31, 2001.*

35 Effective with the date beginning 5 years prior to the date of the member's
36 retirement on [ordinary] NON-LINE-OF-DUTY disability, the full amount of any past or
37 future benefit or payment that may be paid or payable by the City of Baltimore under
38 any Workers' Compensation or similar law for any permanent disability, whether

1 partial or total, or for death shall be offset from any [ordinary] NON-LINE-OF-DUTY
 2 disability retirement benefit payable by the City on or before March 31, 2001. The
 3 benefits under the Workers' Compensation or similar law shall be offset
 4 dollar-for-dollar, pro tanto, from the benefits otherwise payable from funds provided
 5 by the City under this subtitle, and the benefits so reduced shall be payable under this
 6 subtitle.

7 _____(ii) *On or after April 1, 2001.*

8 Workers' Compensation benefits shall be offset against [ordinary] NON-LINE-
 9 OF-DUTY disability benefits paid on or after April 1, 2001, in accordance with
 10 subsection (o-4) of this section.

11 [(5) *Reexamination.*

12 The panel of hearing examiners may, at its discretion, but not more frequently than once
 13 in any 1 year, require any retired Class C member, who is receiving an ordinary
 14 disability retirement benefit and who has not yet attained age 65, to undergo a medical
 15 examination to determine whether the retiree has become fit to resume the duties of his
 16 former job classification. Such examination shall be made in the place of residence of
 17 said retiree, or other place mutually agreed upon by the retiree and a physician or
 18 physicians designated by the panel of hearing examiners. The examining physician shall
 19 report his findings to the panel of hearing examiners. If, in the opinion of the examining
 20 physician, said retiree is able to resume said duties, the City of Baltimore Occupational
 21 Medical Service shall thereafter conduct a reexamination of said retiree at a reasonable
 22 site determined by the Service; and if it concurs in the opinion of the examining
 23 physicians, it shall certify to the panel of hearing examiners that said retiree is fit to
 24 perform the duties of his former job classification. If the examining physicians' opinions
 25 do not concur, the panel of hearing examiners shall schedule a hearing to determine the
 26 fitness of a retiree to perform the duties of his former job classification. The panel of
 27 hearing examiners shall thereafter submit its determination to the head of the department
 28 in which the retiree was employed prior to retirement, and in the case of classified
 29 employees, to the Civil Service Commission. For purposes of reemployment, the retiree
 30 shall be treated by the head of his department and by the Civil Service Commission as if
 31 he were an employee on leave of absence without pay. Until actually reemployed, the
 32 retiree shall continue to receive his ordinary disability retirement benefit.

33 A retiree on ordinary disability retirement who has been certified as fit to perform the
 34 duties of his former job classification and is restored to active service at a compensation
 35 not less than the rate of annual compensation being paid currently to persons in the same
 36 grade and step as the retiree was at the time of disability retirement, shall cease to
 37 receive ordinary disability retirement benefits. The retiree shall again become a Class C
 38 member of the Retirement System. Any previous service credit on the basis of which
 39 service was computed at the time of ordinary disability retirement shall be restored to
 40 full force and effect; and in addition, upon the Retiree's subsequent retirement, all
 41 service as a member shall be credited.

42 A retiree on ordinary disability retirement may voluntarily accept employment with the
 43 City at a compensation less than the rate of annual compensation being paid currently to
 44 persons in the same grade and step as the retiree was at the time of disability retirement.
 45 Said retiree shall cease to receive the ordinary disability retirement benefits and shall

1 again become a Class C member of the Retirement System. Any previous service credit
 2 on the basis of which service was computed at the time of ordinary disability retirement
 3 shall be restored to full force and effect; and in addition, upon the retiree’s subsequent
 4 retirement, all service as a member shall be credited and the retirement benefits awarded
 5 shall not be less than the ordinary disability retirement benefits previously received. If
 6 such retiree terminates employment with the City before being eligible for any service
 7 retirement benefits, the ordinary disability retirement benefit the retiree was previously
 8 receiving shall be restored to full force and effect.

9 Should a retiree on ordinary disability retirement who has been certified as fit to perform
 10 the duties of his former job classification refuse to accept an offer of reemployment by
 11 the City involving duties in the nature of those performed prior to retirement and at a
 12 salary not less than the rate of annual compensation being paid currently to persons in
 13 the same grade and step as the retiree was at the time of disability retirement, all rights in
 14 and to ordinary disability retirement benefits shall be revoked by the Board of Trustees.

15 Should a retiree on ordinary disability retirement refuse to submit to the medical
 16 examinations herein provided for, the ordinary disability retirement benefit may be
 17 discontinued until the withdrawal of said refusal; and should the retiree’s refusal
 18 continue for 1 year, all rights in and to the ordinary disability retirement benefits shall be
 19 revoked by the Board of Trustees.]

20 (j) *[Accidental] LINE-OF-DUTY disability retirement benefit.*

21 (1) *ELIGIBILITY REQUIREMENTS.*

22 [Any] A Class C member [may file a claim within not more than 5 years of the date of
 23 an accident which, at the time of the claim, resulted in the member’s sustaining any of
 24 the impairments listed in the schedule below. If such impairment has been determined
 25 by] SHALL BE RETIRED ON A LINE-OF-DUTY DISABILITY RETIREMENT IF a hearing
 26 examiner DETERMINES THAT:

27 (I) THE MEMBER IS PERMANENTLY INCAPACITATED FOR THE FURTHER
 28 PERFORMANCE OF THE DUTIES OF HIS OR HER JOB CLASSIFICATION IN THE EMPLOY
 29 OF THE CITY DUE TO ONE OR MORE OF THE IMPAIRMENTS LISTED IN THE
 30 SCHEDULE PROVIDED IN THIS SUBSECTION; AND

31 (II) [to be] THE MEMBER SUSTAINED THE SCHEDULED IMPAIRMENT as the direct result
 32 of bodily injury through [such] AN accident independent of all other causes and
 33 independent of any preexisting physical or medical conditions, job-related or
 34 otherwise, occurring while in the actual performance of duty with the City at a
 35 definite time and place, without willful negligence on the part of the member[,
 36 and the hearing examiner certifies that such impairment has permanently
 37 incapacitated the member for the further performance of the duties of the
 38 member’s job classification in the employ of the City, the member shall be
 39 retired on an accidental disability retirement benefit].

40 (2) *APPLICATION AND FILING DEADLINE.*

41 TO RETIRE UNDER THIS SUBSECTION, THE MEMBER MUST:

- 1 (i) APPLY TO THE BOARD OF TRUSTEES, ON A FORM APPROVED BY THE BOARD; AND
- 2 (ii) SUBMIT THE APPLICATION TO THE BOARD:
 - 3 (A) NO LATER THAN 1 YEAR FOLLOWING THE MEMBER’S LAST DAY OF CITY
 - 4 EMPLOYMENT; AND
 - 5 (B) WITHIN 5 YEARS OF THE DATE OF THE ACCIDENT RESULTING IN THE
 - 6 MEMBER’S IMPAIRMENT.

7 (3) *EFFECTIVE DATE OF LINE-OF-DUTY DISABILITY RETIREMENT.*

8 A LINE-OF-DUTY DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT AS
9 FOLLOWS:

- 10 (i) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
11 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
12 FOLLOWING THE MEMBER’S LAST DAY OF CITY EMPLOYMENT; AND
- 13 (ii) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
14 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
15 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.

16 (4) *ALLOWANCE ON LINE-OF-DUTY DISABILITY RETIREMENT.*

- 17 (i) [(1)] Upon retirement on [accidental] LINE-OF-DUTY disability, [said] A Class C
18 member [shall be] IS entitled to receive a maximum pension benefit in an amount
19 equal to 66²/₃% of the member’s average final compensation.
- 20 (ii) [(2)] Notwithstanding anything to the contrary, [should] IF a Class C member IS not
21 [be] eligible for [accidental] LINE-OF-DUTY disability benefits solely because the
22 degree of [his] impairment did not meet the standards [as] listed in the schedule
23 below, [such] THE member IS ELIGIBLE, regardless of [his] years of service, [shall be
24 eligible] for [ordinary] NON-LINE-OF-DUTY disability retirement subject to all other
25 conditions [thereof] FOR NON-LINE-OF-DUTY DISABILITY RETIREMENT.

26 (5) [(3)] *Disability loss requirements.*

- 27 (i) For [accidental] LINE-OF-DUTY disability retirement benefits awarded on or
28 before March 31, 2001, a 75% anatomical loss of the use of any 1 or a 50%
29 or more anatomical loss of each of 2 or more of the impairments listed in
30 subparagraph (iii).
- 31 (ii) For [accidental] LINE-OF-DUTY disability retirement benefits awarded on or
32 after April 1, 2001, a 50% anatomical loss of the use of any 1 or a 25% or
33 more anatomical loss of each of 2 or more of the impairments listed in
34 subparagraph (iii).

- 1 (iii) Schedule of impairments:
- 2 (1) speech
- 3 (2) sight
- 4 (3) neck
- 5 (4) back
- 6 (5) vital bodily organ
- 7 (6) a part of the central nervous system
- 8 (7) arm
- 9 (8) leg
- 10 (9) shoulder
- 11 (10) hearing
- 12 (11) mentally incapacitated whereby a member applies for and is granted a
- 13 disability benefit under the Federal Old-Age Survivor's and Disability
- 14 Insurance Act.

15 [(4) *Offset on account of unemployment compensation.*

16 There shall be offset from any accidental disability retirement benefit the full amount of
17 any benefit or payment currently payable on or after accidental disability retirement on
18 account of unemployment compensation insurance under any Federal, State or City law,
19 when the City either pays the cost of the benefit by the reimbursement method or the
20 City's experience rate is affected as a result of the taxing method.]

21 (6) [(4a)] *Offsets for Workers' Compensation benefits.*

22 (i) *On or before March 31, 2001.*

23 Effective with the date beginning 5 years prior to the date of the accident that
24 qualified the member for [accidental] LINE-OF-DUTY disability retirement benefits
25 under this section, the full amount of any past or future benefit or payment that may
26 be paid or payable by the City of Baltimore under any Workers' Compensation or
27 similar law for any permanent disability, whether partial or total, or for death shall be
28 offset from any [accidental] LINE-OF-DUTY disability retirement benefit payable by
29 the City on or before March 31, 2001. The benefits under the Workers'
30 Compensation or similar law shall be offset dollar-for-dollar, pro tanto, from the
31 benefits otherwise payable from funds provided by the City under this subtitle, and
32 the benefits so reduced shall be payable under this subtitle.

1 _____(ii) *On or after April 1, 2001.*

2 Workers' Compensation benefits shall be offset against [accidental] LINE-OF-
3 DUTY disability benefits paid on or after April 1, 2001, in accordance with
4 subsection (o-4) of this section.

5 [(4b) *Offsets on account of excess earnings.*

6 (i) A disability retiree may, without reduction of his or her retirement allowance,
7 earn annually an amount, referred to here as "earnings", equal to the rate of the
8 annual earnable compensation currently being paid to persons in the same grade
9 and step as the retiree was at the time of retirement, plus the amount of any
10 longevity payments currently being paid for the length of service the retiree had
11 at the time of retirement, this rate of earnable compensation plus longevity
12 payments, if any, referred to here as "base amount". If the retiree earns an
13 annual amount that is greater than his or her base amount, the pension otherwise
14 payable to a disabled retiree under the age of 70 shall be reduced in the following
15 manner:

16 A. For the first \$5,000 of earnings in excess of the base amount, a
17 reduction of \$1 in pension benefits shall be made for each \$2 earned.

18 B. For any earnings in excess of \$5,000 over the base amount, a
19 reduction of \$2 in pension benefits shall be made for each \$5 earned.

20 (ii) In the calendar year of retirement, the base amount shall be prorated on a
21 monthly basis. Benefits that may be payable to a beneficiary of a deceased
22 disability retiree under this subtitle shall not be reduced by reason of any
23 excess earnings that the retiree may have had; and the base for calculating
24 the beneficiary's benefits shall be the total unreduced retirement allowance
25 of the disability retiree, notwithstanding the fact that the retiree was receiving
26 a reduced retirement allowance in the year of his or her death.

27 (iii) The term "earnings" as used in this subsection means income derived from
28 wages, salaries, tips, commissions, other employee compensation, and
29 self-employment. In all cases of doubt, the Board of Trustees shall decide
30 what are and what are not "earnings" for the purposes of administering this
31 subsection.

32 (iv) A disability retiree who has not been certified as fit to perform duties in the
33 nature of those he or she was performing before retirement may,
34 nevertheless, accept suitable employment with the City, subject to the
35 "earnings" provisions contained in this subsection. However, an employee
36 may not again become a member of any retirement system supported in
37 whole or in part by the Mayor and City Council of Baltimore.

38 (v) On or before May 1 of each year following disability retirement, a disability
39 retiree shall submit, on a form approved by the Board of Trustees, a signed
40 statement setting forth his or her total gross earnings, if any, in the preceding
41 calendar year and the source of those earnings. The execution of this form by a
42 disability retiree has the same effect as a statement sworn before a notary public.

1 If any disability retiree fails to submit this signed statement, his or her retirement
2 allowance may be discontinued by the Board of Trustees until he or she has
3 complied; and if he or she fails to submit a signed and completed statement by
4 May 1 of the succeeding year, all rights in and to his or her pension may be
5 revoked by the Board of Trustees.]

6 [(5) *Reexamination.*

7 The panel of hearing examiners may, at its discretion, but not more frequently than once
8 in any 1 year, require any retired member, who is receiving an accidental disability
9 retirement Benefit and who has not yet attained age 65 to undergo a medical
10 examination to determine whether the retiree has become fit to resume the duties of his
11 former job classification. Such examination will be made in the place of residence of
12 said retiree, or other place mutually agreed upon by the retiree and a physician or
13 physicians designated by the panel of hearing examiners. The examining physician shall
14 report his findings to the panel of hearing examiners. If, in the opinion of the examining
15 physician, said retiree is able to resume said duties, the City of Baltimore Occupational
16 Medical Service shall thereafter conduct a reexamination of said retiree at a reasonable
17 site determined by the Service; and if it concurs in the opinion of the examining
18 physicians, it shall certify to the panel of hearing examiners that said retiree is fit to
19 perform the duties of his former job classification. If the examining physicians' opinions
20 do not concur, the panel of hearing examiners shall schedule a hearing to determine the
21 fitness of a retiree to perform the duties of his former job classification. The panel of
22 hearing examiners shall thereafter submit its determination to the head of the department
23 in which the retiree was employed prior to his retirement, and in the case of classified
24 employees, to the Civil Service Commission. For purposes of reemployment, the retiree
25 shall be treated by the head of his department and by the Civil Service Commission as if
26 he were an employee on leave of absence without pay. Until he is actually reemployed,
27 he shall continue to receive his accidental disability retirement benefits.

28 A retiree on an accidental disability retirement who has been certified as fit to perform
29 the duties of his former job classification and is restored to active service at a
30 compensation not less than the rate of annual compensation being paid currently to
31 persons in the same grade and step as the retiree was at the time of his accidental
32 disability retirement, shall cease to receive his accidental disability retirement benefits.
33 He shall again become a member of the Retirement System. Any previous service credit
34 on the basis of which his service was computed at the time of his accidental disability
35 retirement shall be restored to full force and effect and in addition, upon his subsequent
36 retirement, he shall be credited with all his service as a member.

37 Should a retiree on an accidental disability retirement who has been certified as fit to
38 perform the duties of his former job classification refuse to accept an offer of
39 reemployment by the City involving duties in the nature of those he was performing
40 prior to his retirement and at a salary not less than the rate of annual compensation being
41 paid currently to persons in the same grade and step as the retiree was at the time of his
42 accidental disability retirement, all rights in and to his pension shall be revoked by the
43 Board of Trustees.

44 Should a retiree on an accidental disability retirement refuse to submit to the medical
45 examinations herein provided for, his accidental disability retirement benefits may be

1 discontinued until the withdrawal of said refusal; and should such refusal continue for 1
2 year, all rights in and to the pension shall be revoked by the Board of Trustees.

3 A retiree on accidental disability retirement who has not been certified as fit to perform
4 the duties of his former job classification may voluntarily accept alternate employment
5 with the City. Said retiree shall cease to receive the accidental disability retirement
6 benefits and shall again become a Class C member of the Retirement System. Any
7 previous service credit on the basis of which service was computed at the time of
8 accidental disability retirement shall be restored to full force and effect; and in addition,
9 upon the retiree’s subsequent retirement, all service as member shall be credited and the
10 retirement benefits awarded shall not be less than the accidental disability retirement
11 benefits previously received. If such retiree terminates employment with the City before
12 being eligible for any service retirement benefits, the accidental disability retirement
13 benefit the retiree was previously receiving shall be restored to full force and effect.]

14 (k) *Dismemberment disability retirement benefits.*

15 (1) *ELIGIBILITY REQUIREMENTS.*

16 [Any] A Class C member [who files a claim within 5 years of the date of an accident,
17 which accident has resulted in the member’s sustaining any of the losses listed in the
18 schedule below, and which loss has been determined by] SHALL BE RETIRED ON A
19 DISMEMBERMENT DISABILITY RETIREMENT IF a hearing examiner DETERMINES THAT:

20 (I) THE MEMBER SUSTAINED ANY 1 OF THE LOSSES LISTED IN THE SCHEDULE
21 PROVIDED IN THIS SUBSECTION; AND

22 (II) [to be] THE MEMBER SUSTAINED THE SCHEDULED LOSS as the direct result of
23 bodily injury arising through an accident independent of all other causes
24 occurring while in the actual performance of duty with the City at a definite time
25 and place, without willful negligence on the part of the member[.]; and

26 (III) [that] the [date of occurrence of said] accident OCCURRED [was] not more than
27 180 days [prior to the date such] BEFORE THE loss was sustained[, shall be retired
28 on a dismemberment disability retirement benefit].

29 (2) *APPLICATION AND FILING DEADLINE.*

30 TO RETIRE UNDER THIS SUBSECTION, THE MEMBER MUST:

31 (I) APPLY TO THE BOARD OF TRUSTEES, ON A FORM APPROVED BY THE BOARD; AND

32 (II) SUBMIT THE APPLICATION TO THE BOARD:

33 (A) NO LATER THAN 1 YEAR FOLLOWING THE MEMBER’S LAST DAY OF CITY
34 EMPLOYMENT; AND

35 (B) WITHIN 5 YEARS OF THE DATE OF THE ACCIDENT RESULTING IN THE
36 MEMBER’S LOSS.

1 (3) *EFFECTIVE DATE OF DISMEMBERMENT DISABILITY RETIREMENT.*

2 A DISMEMBERMENT DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT AS
3 FOLLOWS:

4 (I) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
5 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
6 FOLLOWING THE MEMBER’S LAST DAY OF CITY EMPLOYMENT; AND

7 (II) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
8 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
9 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.

10 (4) *ALLOWANCE ON DISMEMBERMENT DISABILITY RETIREMENT.*

11 [(1)] Upon retirement on dismemberment disability, [said] A Class C member [shall be]
12 is entitled to receive a maximum pension benefit in an amount equal to 100% of the
13 member’s average final compensation. NOT MORE THAN 100% OF AVERAGE FINAL
14 COMPENSATION WILL BE PAID FOR ALL LOSSES SUSTAINED BY A MEMBER AS THE RESULT
15 OF ANY ONE ACCIDENT.

16 (5) [(2)] *Schedule of losses.*

17 (i) Both hands or both feet

18 (ii) 1 hand and 1 foot

19 (iii) 1 hand and sight of 1 eye

20 (iv) 1 foot and sight of 1 eye

21 (v) Sight of both eyes

22 (6) *DEFINITIONS.*

23 (I) With respect to hands or feet, “loss” means dismemberment by severance at or above
24 the wrist or ankle joint.

25 (II) With respect to eyes, “loss of sight of 1 eye” [shall mean] MEANS central visual
26 acuity of 20/200 or less in 1 eye with the use of correcting lenses, or visual acuity of
27 greater than 20/200 if accompanied by a limitation in the field of vision such that the
28 widest diameter of the visual field subtends an angle no greater than 20 degrees.

29 (III) “Loss of sight of both eyes” [shall mean] MEANS central acuity of 20/200 or less in
30 the better eye with the use of correcting lenses, or visual acuity greater than 20/200 if
31 accompanied by a limitation in the field of vision such that the widest diameter of the
32 visual field subtends an angle no greater than 20 degrees.

33 [Not more than the 100% of average final compensation will be paid for all losses
34 sustained by the member as the result of any 1 accident.]

1 [(3) *Offset on account of unemployment compensation.*

2 There shall be offset from any dismemberment disability retirement benefit the
3 full amount of any benefit or payment currently payable on account of
4 unemployment compensation insurance under any Federal, State, or City law,
5 when the City either pays the cost of the benefit by the reimbursement method or
6 the City’s experience rate is affected as a result of the taxing method.]

7 (7) [(3a)] *Offsets for Workers’ Compensation benefits.*

8 (i) *On or before March 31, 2001.*

9 Effective with the date beginning 5 years prior to the date of the accident that
10 qualified the member for dismemberment disability retirement benefits under
11 this section, the full amount of any past or future benefit or payment that may
12 be paid or payable by the City of Baltimore under any Workers’
13 Compensation or similar law for any permanent disability, whether partial or
14 total, or death shall be offset from any dismemberment disability retirement
15 benefit payable by the City on or before March 31, 2001. The benefits under
16 the Workers’ Compensation or similar law shall be offset dollar-for-dollar,
17 pro tanto, from the benefits otherwise payable from funds provided by the
18 City under this subtitle, and the benefits so reduced shall be payable under
19 this subtitle.

20 (ii) *On or after April 1, 2001.*

21 Workers’ Compensation benefits shall be offset against dismemberment
22 disability benefits paid on or after April 1, 2001, in accordance with
23 subsection (o-4) of this section.

24 [(3b) *Offset on account of excess earnings*

25 (i) A disability retiree may, without reduction of his or her retirement allowance,
26 earn annually an amount, referred to here as “earnings”, equal to the rate of
27 the annual earnable compensation currently being paid to persons in the same
28 grade and step as the retiree was at the time of retirement, plus the amount of
29 any longevity payments currently being paid for the length of service the
30 retiree had at the time of retirement, this rate of earnable compensation plus
31 longevity payments, if any, referred to here as “base amount”. If the retiree
32 earns an annual amount that is greater than his or her base amount, the
33 pension otherwise payable to a disabled retiree under the age of 70 shall be
34 reduced in the following manner:

35 A. For the first \$5,000 of earnings in excess of the base amount, a
36 reduction of \$1 in pension benefits shall be made for each \$2 earned.

37 B. For any earnings in excess of \$5,000 over the base amount, a
38 reduction of \$2 in pension benefits shall be made for each \$5 earned.

39 (ii) In the calendar year of retirement, the base amount shall be prorated on a
40 monthly basis. Benefits that may be payable to a beneficiary of a deceased

1 disability retiree under this subtitle, shall not be reduced by reason of any
2 excess earnings that the retiree may have had; and the base for calculating
3 the beneficiary's benefits shall be the total unreduced retirement allowance
4 of the disability retiree, notwithstanding the fact that the retiree was receiving
5 a reduced retirement allowance in the year of his or her death.

6 (iii) The term "earnings" as used in this subsection means income derived from
7 wages, salaries, tips, commissions, other employee compensation, and
8 self-employment. In all cases of doubt, the Board of Trustees shall decide
9 what are and what are not "earnings" for the purposes of administering this
10 subsection.

11 (iv) A disability retiree who has not been certified as fit to perform duties in the
12 nature of those he or she was performing before retirement may,
13 nevertheless, accept suitable employment with the City, subject to the
14 "earnings" provisions contained in this subsection. However, an employee
15 may not again become a member of any retirement system supported in
16 whole or in part by the Mayor and City Council of Baltimore.

17 (v) On or before May 1 of each year following disability retirement, a disability
18 retiree shall submit, on a form approved by the Board of Trustees, a signed
19 statement setting forth his or her total gross earnings, if any, in the preceding
20 calendar year and the source of those earnings. The execution of this form
21 by a disability retiree has the same effect as a statement sworn before a
22 notary public. If any disability retiree fails to submit this signed statement,
23 his or her retirement allowance may be discontinued by the Board of
24 Trustees until he or she has complied; and if he or she fails to submit a
25 signed and completed statement by May 1 of the succeeding year, all rights
26 in and to his or her pension may be revoked by the Board of Trustees.]

27 [(4) A retiree on dismemberment disability retirement may voluntarily accept alternate
28 employment with the City. Said retiree shall cease to receive the dismemberment
29 disability retirement benefits and shall again become a Class C member of the
30 Retirement System. Any previous service credit on the basis of which service was
31 computed at the time of dismemberment disability retirement shall be restored to full
32 force and effect; and in addition, upon the retiree's subsequent retirement, all service as a
33 member shall be credited and the retirement benefits awarded shall not be less than the
34 dismemberment disability retirement benefits previously received. If such retiree
35 terminates employment with the City before being eligible for any service retirement
36 benefits, the dismemberment disability retirement benefit the retiree was previously
37 receiving shall be restored to full force and effect.]

1 (o-1) *Non-line-of-duty death benefits.*

2 (4) *40% survivorship death benefit.*

3 (IX) FOR PURPOSES OF THIS PARAGRAPH, THE DECEASED MEMBER'S FIRST YEAR OF
4 EMPLOYMENT:

5 (A) SHALL BE INCLUDED IN FIGURING THE MINIMUM 20 YEARS OF SERVICE CREDIT
6 NEEDED TO BE ELIGIBLE TO RECEIVE THIS DEATH BENEFIT; BUT

7 (B) MAY NOT BE COUNTED AS SERVICE CREDIT FOR PURPOSE OF CALCULATING
8 THE AMOUNT OF THE DEATH BENEFIT, UNLESS PURCHASED AS SERVICE
9 CREDIT IN ACCORDANCE WITH § 9(C)(5) OF THIS ARTICLE.

10 (o-4) *Workers' Compensation benefits offset against disability and death benefits paid on or*
11 *after April 1, 2001.*

12 (1) *Scope of subsection.*

13 This subsection applies to a member or beneficiaries of a member:

14 (i) the payment of whose retirement benefit commences on or after April 1,
15 2001, either:

16 A. on account of [an ordinary] A NON-LINE-OF-DUTY disability under
17 subsection (i),

18 B. On account of [an accidental] A LINE-OF-DUTY disability under
19 subsection (j), or

20 C. on account of a dismemberment disability under subsection (k); or

21 (ii) who dies on or after April 1, 2001, and is awarded either:

22 A. a non-line-of-duty death benefit under subsection (o-1), or

23 B. a line-of-duty death benefit under subsection (o-2).

24 (2) *Offset for Workers' Compensation payments.*

25 The Board of Trustees shall offset the amount of a member's Workers'
26 Compensation award paid or payable by the City against any disability or death
27 benefits paid or payable by the System to a member or a member's beneficiaries,
28 if:

29 (i) the member or any beneficiary of a member was awarded Workers'
30 Compensation benefits under the State's Workers' Compensation Law to
31 be paid or payable by the City;

32 (ii) the Workers' Compensation award was for permanent partial or
33 permanent total disability or for death;

(iii) the Workers' Compensation award was awarded on account of the same disability or death that resulted in the System's payment of disability or death benefits; and

(iv) the Workers' Compensation award was awarded by the Workers' Compensation Commission no more than 5 years before:

A. the effective date of the member's retirement on account of [ordinary] NON-LINE-OF-DUTY disability,

B. the date of the accident qualifying the member for [accidental] LINE-OF-DUTY disability or dismemberment benefits, or

C. the date of the member's death qualifying the member's beneficiaries to receive a System death benefit.

(p) *Panel of hearing examiners.*

(1) *PANEL ESTABLISHED.*

There [shall be] is a panel of hearing examiners, [which shall] TO be composed of persons with a demonstrated knowledge and competence in disability claims evaluation.

(2) *APPOINTMENT OF PANEL MEMBERS.*

(i) The hearing examiners shall be appointed on a contract basis by the Board of Estimates [of Baltimore City,]. [and the number and composition of said panel shall be at the discretion of the Board of Estimates.]

(ii) The Board of Estimates [shall] MAY determine, IN ITS SOLE DISCRETION:

(A) the [fees to be paid said hearing examiners and the] NUMBER AND COMPOSITION OF THE PANEL; AND

(B) THE FEES AND OTHER conditions of [their] THE HEARING EXAMINERS' contracts.

(iii) [Within 15 days after the passage of this ordinance, the Board of Trustees shall have the right to submit a list of qualified candidates to be considered by the Board of Estimates in creating the original panel of hearing examiners. In addition, from time to time, if the Board of Estimates decides to increase the number of hearing examiners, it shall notify the Board of Trustees, and] WHENEVER A VACANCY OCCURS ON THE PANEL, the Board of Trustees [shall have] HAS the right[, within 15 days,] to submit TO THE BOARD OF ESTIMATES a list of recommended candidates TO FILL THE VACANCY. [Thereafter, the Board of Trustees, from time to time, shall notify the Board of Estimates whenever a vacancy exists, and simultaneously with such notice, shall have the right to submit a list of recommendations to fill such vacancies.]

(iv) [However, in] IN all events, HOWEVER, the Board of Estimates [shall have the power to] MAY make [the final] ITS selection of hearing examiners [from either the list

1 submitted by the Board of Trustees, or independent of such] WITHOUT REGARD TO
2 THE Board of Trustees' recommendations.

3 (3) *COMPENSATION OF PANEL MEMBERS; EXPENSES.*

4 The compensation of the PANEL members [of the panel of hearing examiners], [as well
5 as] the compensation of all persons engaged by the panel [of hearing examiners], and all
6 other expenses of the panel [necessary for its operation,] shall be paid at [such] THE rates
7 and in [such] THE amounts [as] THAT the Board of Estimates [shall approve] APPROVES[,
8 pursuant to the provisions of the City Charter].

9 (4) *CLAIMS FOR DISABILITY BENEFIT – APPLICATIONS.*

10 (i) *APPLICATION TO BOARD*

11 [Any] A PERSON WHO SEEKS [ordinary] A NON-LINE-OF-DUTY disability BENEFIT,
12 [accidental] A LINE-OF-DUTY disability BENEFIT, [and] OR A dismemberment
13 disability BENEFIT [claimant, who is a Class C member,] must [make proper
14 application] FIRST APPLY to the [panel of hearing examiners,] BOARD OF TRUSTEES.

15 (ii) *REQUIRED CONTENTS .*

16 [which] THE application [shall] MUST include, IN THE FORM THAT THE BOARD
17 PRESCRIBES:

18 (A) a medical certification of [his] disability; [and]

19 (B) all supporting medical documentation[, on a form prescribed by the panel of
20 hearing examiners,];

21 (C) A CONSENT FORM THAT AUTHORIZES THE BOARD TO OBTAIN ALL MEDICAL
22 RECORDS PERTAINING TO ANY ACCIDENTS OR ILLNESSES THAT THE MEMBER
23 MIGHT HAVE SUFFERED AT ANY TIME IN THE PAST; AND

24 (D) A STATEMENT [wherein] IN WHICH the member [shall state]:

25 1. STATES THAT he OR SHE has suffered a disability; [and]

26 2. STATES that [such] THE disability prevents him OR HER from further
27 performance of the duties of his OR HER job classification [in the
28 employ of Baltimore City];

29 3. STATES THAT THE INCAPACITY IS LIKELY TO BE PERMANENT; AND

30 4. STATES, IN THE MANNER AND DETAIL THAT THE BOARD REQUIRES,
31 THE RELEVANT FACTS AND CIRCUMSTANCES UNDER WHICH THE
32 MEMBER CLAIMS TO BE ELIGIBLE FOR THE APPLICABLE BENEFIT.

33 [If the claim is for a dismemberment disability benefit, he shall, in addition, state that
34 such loss was the direct result of bodily injury arising through an accident independent
35 of all other causes occurring not more than 180 days prior to the date such loss was

1 sustained, and within 5 years of the date of his application, while in the actual
2 performance of his duty at some definite time and place, and without willful negligence
3 on his part.

4 If the claim is for an accidental disability benefit, he shall, in addition, state that such
5 disability was the direct result of bodily injury arising through an accident independent
6 of all other causes and independent of any preexisting physical or medical conditions,
7 whether job-related or otherwise, and that such accident occurred within 5 years of the
8 date of his application, while in the actual performance of his duty at some definite time
9 and place, and without willful negligence on his part.]

10 (5) *CLAIMS FOR DISABILITY BENEFITS – MEDICAL EXAMINATION.*

11 (i) *BOARD TO REFER.*

12 [Upon] ON receipt of [the member’s] A COMPLETED application and REQUIRED
13 supporting [medical] documentation, the [panel of hearing examiners] BOARD OF
14 TRUSTEES shall have the member medically examined by [the City of Baltimore
15 Occupational Medical Service or its designee] A PHYSICIAN SELECTED BY THE
16 BOARD.

17 (ii) *SCOPE OF EXAMINATION.*

18 The [medical] examination shall include [such] WHATEVER tests and [procedures as
19 may be required, including] additional examinations [if] THE PHYSICIAN FINDS
20 necessary OR APPROPRIATE.

21 (iii) Upon completion of the [medical] examination, THE PHYSICIAN SHALL SUBMIT A
22 WRITTEN REPORT TO THE BOARD OF TRUSTEES [and the receipt of a written report
23 including any test results from the examining physician, the panel of hearing
24 examiners shall then schedule a hearing. The member shall also be required to
25 execute a consent form authorizing the panel of hearing examiners to obtain all
26 medical records pertaining to both off-duty and line-of-duty accidents or illnesses the
27 member may have suffered at any time in the past].

28 (6) *CLAIMS FOR LINE-OF-DUTY DEATH BENEFITS.*

29 (i) *APPLICATION TO BOARD*

30 A PERSON WHO SEEKS A LINE-OF-DUTY DEATH BENEFIT, MUST FIRST APPLY TO THE
31 BOARD OF TRUSTEES.

32 (ii) *REQUIRED CONTENTS .*

33 THE APPLICATION MUST INCLUDE, IN THE FORM THAT THE BOARD PRESCRIBES:

34 (A) A CONSENT FORM THAT AUTHORIZES THE BOARD TO OBTAIN ALL MEDICAL
35 RECORDS PERTAINING TO THE MEMBER’S DEATH AND TO ANY ACCIDENTS OR
36 ILLNESSES THAT THE MEMBER MIGHT HAVE SUFFERED AT ANY TIME IN THE
37 PAST; AND

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(B) A STATEMENT IN WHICH THE CLAIMANT:

- 1. STATES THAT THE MEMBER SUFFERED A LINE-OF-DUTY DEATH; AND
- 2. DESCRIBES, IN THE MANNER AND DETAIL THAT THE BOARD REQUIRES, THE RELEVANT FACTS AND CIRCUMSTANCES UNDER WHICH THE MEMBER’S DEATH OCCURRED.

(7) *HEARINGS – IN GENERAL.*

[The] A hearing examiner shall conduct hearings [for Class C members] on all matters involving [ordinary] NON-LINE-OF-DUTY disability claims, dismemberment disability claims, [accidental] LINE-OF-DUTY disability claims, [accidental] LINE-OF-DUTY death benefit claims, and any related matters arising out of [said] THESE claims.

(8) *HEARINGS - NATURE AND CONDUCT.*

- (i) EACH HEARING IS IN THE NATURE OF AN ADVERSARY PROCEEDING.
- (ii) 1 hearing examiner from the panel shall hear a particular claim for benefits.
- (iii) The hearing examiner shall conduct [said hearings] THE HEARING:
 - (A) in an informal manner;
 - (B) with sufficient latitude to provide a fair and impartial hearing to all of the parties; AND
 - (C) without requiring strict compliance with the rules of evidence.
- (iv) Testimony at the hearing shall be under oath and recorded.
- (v) The hearing examiner [shall have] HAS the power to subpoena and require the attendance of witnesses and the production of papers and documents to secure information pertinent to the hearing, and to examine them [in relation thereto].

[The hearings shall be in the nature of an adversary proceeding, and]

(9) *HEARINGS - COUNSEL.*

AT THE HEARING:

- (i) THE BOARD OF TRUSTEES SHALL BE REPRESENTED BY an attorney from the City Solicitor’s Office OR FROM THE SYSTEM’S OFFICE OF LEGAL AFFAIRS [shall act therein on behalf of the Board of Trustees of the Employees’ Retirement System.]; AND
- (ii) [The] THE member [shall have] HAS the right to counsel OF HIS OR HER OWN CHOOSING[.].

1 (10) *HEARINGS - BURDEN OF PROOF.*

2 (I) *DISABILITY BENEFIT.*

3 AT THE HEARING ON A CLAIM FOR A DISABILITY BENEFIT, THE MEMBER [and shall
4 have] HAS the burden of proving, by a preponderance of the evidence:

5 (A) the nature and extent of HER OR his disability[.]; [and]

6 (B) that [said] THE disability prevents HER OR him from the further
7 performance of the duties of [the member's] HER OR HIS job classification
8 in the employ of Baltimore City; AND

9 [If the matter involves a dismemberment disability claim, the member shall have the
10 burden of proving by a preponderance of the evidence that such loss was the direct result
11 of bodily injury arising through an accident independent of all other causes and
12 independent of any preexisting physical or medical conditions, whether job-related or
13 otherwise, and that such accident occurred not more than 180 days prior to the date such
14 loss was sustained and within 5 years of the date of the member's application, while in
15 the actual performance of duty, at some definite time and place without willful
16 negligence on the member's part. If the matter involves an accidental disability claim,
17 the member shall have the burden of proving by a preponderance of the evidence that
18 such disability was the direct result of bodily injury arising through an accident
19 independent of all other causes and independent of any preexisting physical or medical
20 conditions, whether job-related or otherwise, and that such accident occurred within 5
21 years of the date of the member's application, while in the actual performance of duty, at
22 some definite time and place without willful negligence on the member's part. If the
23 matter involves an accidental death claim, the claimant shall have the burden of proving
24 by a preponderance of the evidence that the death of the member was the direct result of
25 bodily injury through accidental means independent of all other causes and independent
26 of any preexisting physical or medical conditions, whether job-related or otherwise, and
27 that such accident occurred while in the actual performance of duty, and that such death
28 was not caused by willful negligence of the member.]

29 (C) THAT, UNDER THE RELEVANT FACTS AND CIRCUMSTANCES, SHE OR HE
30 OTHERWISE MEETS ALL OF THE ELIGIBILITY REQUIREMENTS SET BY LAW FOR
31 THE APPLICABLE BENEFIT.

32 (II) *LINE-OF-DUTY DEATH BENEFIT.*

33 AT THE HEARING ON A CLAIM FOR A LINE-OF-DUTY DEATH BENEFIT, THE APPLICANT
34 HAS THE BURDEN OF PROVING, BY A PREPONDERANCE OF THE EVIDENCE:

35 (A) THAT THE MEMBER'S DEATH OCCURRED UNDER FACTS AND CIRCUMSTANCES
36 REQUIRED BY LAW TO BE ELIGIBLE FOR THE BENEFIT; AND

37 (B) THAT THE APPLICANT OTHERWISE MEETS ALL OF OTHER ELIGIBILITY
38 REQUIREMENTS SET BY LAW FOR THE BENEFIT.

1 (11) *HEARINGS - EXAMINER'S DETERMINATION.*

2 (i) The hearing examiner shall:

3 (A) make the [following] determinations SPECIFIED IN THIS PARAGRAPH (11)[:];
4 AND

5 (B) ISSUE WRITTEN FINDINGS OF FACT THAT SET FORTH THE REASONS FOR HIS OR
6 HER DETERMINATION.

7 (ii) [(1)] IF THE CLAIM IS FOR A NON-LINE-OF-DUTY DISABILITY BENEFIT, THE HEARING
8 EXAMINER SHALL DETERMINE:

9 (A) GENERALLY, WHETHER THE MEMBER'S DISABILITY QUALIFIES UNDER § 6(C),
10 § 9(J), OR § 22(B) OF THIS ARTICLE, AS APPLICABLE; AND

11 (A) SPECIFICALLY, whether the [Class C] member has suffered an injury or
12 illness of such a nature as to preclude the member from the further
13 performance of the duties of his OR HER job classification [in the employ of
14 Baltimore City].

15 (iii) [(2) if] IF the claim is for a dismemberment disability benefit, THE HEARING
16 EXAMINER SHALL DETERMINE:

17 (A) GENERALLY, WHETHER THE MEMBER'S DISABILITY QUALIFIES UNDER § 9(K)
18 OF THIS ARTICLE, AND

19 (B) SPECIFICALLY, whether the [disability] MEMBER'S SCHEDULED LOSS is,
20 INDEPENDENT OF ALL OTHER CAUSES, the direct result of bodily injury arising
21 through an accident [independent of all other causes occurring] THAT
22 OCCURRED:

- 23 1. [not less than] WITHIN 180 days [prior to] OF the date the SCHEDULED
24 loss was sustained; [and]
- 25 2. within 5 years of the date of the member's application [for
26 dismemberment disability,];
- 27 3. while in the actual performance of duty at some definite time and
28 place[,]; AND
- 29 4. without willful negligence on [his] THE MEMBER'S part[, and whether
30 such disability qualifies under the provisions of § 9(k)].

31 (iv) [(3) if] IF the claim is for [accidental] LINE-OF-DUTY disability benefits, THE
32 HEARING EXAMINE SHALL DETERMINE:

33 (A) GENERALLY, WHETHER THE MEMBER'S DISABILITY QUALIFIES UNDER § 9(J)
34 OF THIS ARTICLE, AND

1 (B) SPECIFICALLY, whether the MEMBER’S disability is, INDEPENDENT OF ANY
2 PREEXISTING PHYSICAL OR MEDICAL CONDITION, WHETHER JOB-RELATED OR
3 OTHERWISE, the direct result of a bodily injury arising through an accident
4 [independent of all other causes and independent of any preexisting physical
5 or medical conditions whether job-related or otherwise, and whether such
6 accident] THAT occurred:

- 7 1. within 5 years of the date of the member’s application [for accidental
8 disability,];
- 9 2. while in the actual performance of duty at some definite time and
10 place[,]; AND
- 11 3. without willful negligence on [his] THE MEMBER’S part [and whether
12 such disability qualifies under the provisions of § 9(j)].

13 (v) [(4) if] IF the claim is for [accidental] LINE-OF-DUTY death benefits, THE HEARING
14 EXAMINER SHALL DETERMINE:

15 (A) GENERALLY, WHETHER THE MEMBER’S DEATH QUALIFIES UNDER § 9(O-2) OF
16 THIS ARTICLE, AND

17 (B) SPECIFICALLY, whether:

- 18 1. [such] THE MEMBER’S death was, INDEPENDENT OF ALL OTHER
19 CAUSES AND INDEPENDENT OF ANY PREEXISTING PHYSICAL OR
20 MEDICAL CONDITION, WHETHER JOB-RELATED OR OTHERWISE, the
21 direct result of bodily injury through accidental means [independent
22 of all other causes and independent of any preexisting physical or
23 medical conditions, whether job-related or otherwise, and];
- 24 2. [whether such] THE accident occurred while in the actual
25 performance of duty[,]; and
- 26 3. [that such] THE MEMBER’S death was not caused by the MEMBER’S
27 willful negligence [of the member and whether such death qualifies
28 under the provisions of § 9(o)].

29 (vi) IF THE CLAIM IS BY A CLASS A MEMBER OR BY A MEMBER OF THE ELECTED
30 OFFICIALS’ RETIREMENT SYSTEM FOR A LINE-OF-DUTY DISABILITY BENEFIT, THE
31 HEARING EXAMINER SHALL DETERMINE:

32 (A) GENERALLY, WHETHER THE MEMBER’S DISABILITY QUALIFIES UNDER § 6(E)
33 OR § 22(C) OF THIS ARTICLE, AS APPLICABLE; AND

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(B) SPECIFICALLY, WHETHER:

- 1. THE MENTAL OR PHYSICAL INCAPACITY IS THE NATURAL AND PROXIMATE RESULT OF AN ACCIDENT;
- 2. THE ACCIDENT OCCURRED WHILE IN THE ACTUAL PERFORMANCE OF DUTY AT SOME DEFINITE TIME AND PLACE; AND
- 3. THE ACCIDENT WAS WITHOUT WILLFUL NEGLIGENCE ON THE MEMBER’S PART.

(VII) IF THE CLAIM IS FOR A CLASS A LINE-OF-DUTY DEATH BENEFIT, THE HEARING EXAMINER SHALL DETERMINE:

(A) GENERALLY, WHETHER THE MEMBER’S DEATH QUALIFIES UNDER THE §6(I) OF THIS ARTICLE; AND

(B) SPECIFICALLY, WHETHER THE MEMBER’S DEATH:

- 1. WAS THE DIRECT RESULT OF INJURIES SUSTAINED IN THE LINE OF DUTY OR WAS DIRECTLY ATTRIBUTABLE TO THE INHERENT HAZARDS OF THE DUTIES PERFORMED BY THE MEMBER; AND
- 2. WAS NOT CAUSED BY THE MEMBER’S WILLFUL NEGLIGENCE.

(VIII) IF THE CLAIM IS FOR AN ELECTED OFFICIALS’ RETIREMENT SYSTEM LINE-OF-DUTY DEATH BENEFIT, THE HEARING OFFICER SHALL DETERMINE:

(A) GENERALLY, WHETHER THE MEMBER’S DISABILITY QUALIFIES UNDER §22(G) OF THIS ARTICLE; AND

(B) SPECIFICALLY, WHETHER THE MEMBER’S DEATH OCCURRED:

- 1. FROM THE NATURAL AND PROXIMATE RESULT OF THE ACTUAL PERFORMANCE OF DUTY; AND
- 2. WITHOUT WILLFUL NEGLIGENCE ON THE MEMBER’S PART.

[The hearing examiner shall issue a written finding of fact setting forth the reasons for his [final] determination.]

(12) *JUDICIAL AND APPELLATE REVIEW.*

(i) If either party to the hearing is aggrieved by the hearing examiner’s [final] determination, that party may seek judicial review of that determination by petition to the Circuit Court for Baltimore City.

(ii) [Such appeals] THE REVIEW shall [follow the procedures established by] BE SOUGHT AND HEARD AS PROVIDED IN the Maryland Rules OF PROCEDURE, [as promulgated from time to time by the Court of Appeals of Maryland, with the exception] EXCEPT that [said

1 appeals] THE REVIEW shall be heard on the record only, on a right-of-way basis [by the
2 Court].

3 (III) The [final] determination of the hearing examiner [shall be] IS presumptively correct and
4 [shall] MAY not be disturbed on review [except when] UNLESS IT IS arbitrary, illegal,
5 capricious, or discriminatory.

6 (IV) A party to the judicial review may appeal the court’s final judgment to the Court of
7 Special Appeals in accordance with the Maryland Rules of Procedure.

8 (v) [Any appeal pursuant to] JUDICIAL REVIEW UNDER this [subsection shall] PARAGRAPH
9 (12) DOES not stay or hold in abeyance any payment awarded by [the final determination
10 of] the hearing examiner[, until such time as the Baltimore City Court or other appellate
11 court overturns said determination]. [In the event that an appellate] IF A court reverses
12 an award of benefits, [said reversal shall operate] THE COURT’S DECISION OPERATES to
13 stop payment of any benefits being made to the claimant, pending any further appeal[,
14 and the claimant or his estate, shall be liable, for repayment of any payments made up to
15 the date of said order of court].

16 (13) *FINALITY OF DECISION.*

17 If neither party [files an appeal, then upon the expiration of] SEEKS JUDICIAL REVIEW WITHIN
18 30 days [following the notice] AFTER MAILING of the hearing examiner’s written finding of
19 fact, the hearing examiner’s determination [shall be] IS final and binding[, subject to the
20 panel of hearing examiner’s right to reexamination as provided for in §§ 9(i) and 9(j)].

21 **Subtitle – Elected Officials’ Retirement System**

22 **§ 17A. Definitions.**

23 (9) (i) “Current annual earnable compensation” [shall mean] MEANS the current annual
24 compensation authorized for [that] THE HIGHEST-PAYING elected position HELD BY THE
25 MEMBER and [shall include] INCLUDES any future increases occurring after the retirement
26 of the ELECTED official FROM THAT ELECTED POSITION, which shall, after retirement,
27 index benefits paid under this system subject to applicable reduction for any optional
28 retirement allowance selection.

29 (II) If the position or class of any elected official is abolished and a new position or class is
30 created, then, the current annual earnable compensation authorized for the new position
31 or class, including any future increases, shall be used to index benefits of retired
32 members who held office in the abolished position or class. [Provided, furthermore, if]
33 If a new position or class is not created, then future increases to retirement benefits shall
34 be indexed to the future compensation percentage increases to the position of Mayor of
35 the City of Baltimore.

1 **§ 20. Military service creditable.**

2 [(a) *Rights of servicemen.*

3 The rights and status of any member of this system who is inducted into the land and naval
4 forces of the United States for training and service pursuant to the Act of Congress known as
5 the Selective Training and service Act of 1940, or any subsequent acts of a similar nature,
6 and any member of any reserve component of the land or naval forces of the United States
7 on active duty or service within said period or ordered or assigned to active duty or service
8 within said period, as well as any member who, within said period, enlists in the Armed
9 Forces of the United States, and who may be absent in such military service shall be as
10 follows: During the period of such absence, no such person or his estate shall have any right
11 or be entitled to ordinary disability benefits, accidental disability benefits, death benefits,
12 optional allowances or other disability or death benefits in the system. Any such person,
13 during such absence except as herein otherwise specified, shall retain his status and rights as
14 a member of the specific retirement system: (a) if he does not withdraw any part of his
15 accumulated contributions; and (b) if within 1 year from the time he is relieved from active
16 duty or service he shall be actively employed by the City of Baltimore; and (c) if he shall not
17 have previously taken any other employment except temporary employment after he has
18 applied for reappointment in his former classification or position in City service, and he has
19 been refused immediate reappointment for causes beyond his control; and (d) if he shall
20 make application for such credit with the retirement system; provided, however, that if such
21 person has withdrawn any part of his accumulated contributions, he shall be entitled to repay
22 the sum withdrawn into the retirement system, with regular interest thereon to the date of
23 repayment, and, if otherwise qualified, be entitled to the benefits of this section as if such
24 withdrawal had not been made. If under the above restrictions any such person be again
25 actively employed or reinstated as a regular elected official on a leave of absence within 1
26 year from the time he is relieved from active military duty, he shall receive service credit for
27 the period of his absence except that no credit shall be given when any absence after
28 December 21, 1945, exceeds 5 years, and, thereafter, he shall be able to transfer such credit
29 to another retirement system under the laws of this State or the City of Baltimore or any
30 other political subdivision thereof. During the period of such absence of any person who
31 was an elected official of the City of Baltimore at the time he entered active military service,
32 the City shall make its contributions on behalf of such elected official as it would have made
33 had he not been absent and had retained his status as an elected official during the period of
34 his absence, and shall also make on behalf of such elected official the contributions which
35 such elected official would have made had he not been absent and had he retained his status
36 as an elected official during the period of his absence. However, upon a member's leaving
37 City service, he shall not be entitled to withdraw any part of such contributions, including
38 the annuity portion made by the City, except in case of death or retirement while in City
39 service.

40 In the event any such person who may be absent in such military service, or his estate, shall,
41 after reinstatement in the Elected Officials' Retirement System of the City of Baltimore, file
42 claim for any disability or death benefits whatsoever with said system and the panel of
43 hearing examiners shall determine that the cause or origin of such disability or death is in
44 any manner, either directly or indirectly, attributable or due to, or may have arisen out of his
45 military service, then such person or his estate or dependents shall not be entitled to any
46 benefits other than the return of his accumulated contributions under said system, and further
47 that in the event any such person shall, after reinstatement, receive any disability
48 compensation of any nature, either from the United States of America, any department or

1 agency thereof, or from any of the states or territories of the United States or from the
2 District of Columbia, then the amount of such payments so paid shall be deducted from any
3 funds payable by the Elected Officials' Retirement System of Baltimore City to such person
4 or his estate *{or dependents}* on account of any benefits other than the return of his
5 accumulated contributions for which any claim has been filed. The Board of Trustees is
6 hereby authorized to issue rules and regulations to carry out the provisions of this section,
7 notwithstanding any present rules and regulations to the contrary.]

8 (A) *MILITARY PERSONNEL – BENEFITS, MEMBERSHIP, AND SERVICE CREDIT DURING EMPLOYMENT.*

9 (1) *SCOPE OF SUBSECTION.*

10 THIS SUBSECTION APPLIES ONLY TO A MEMBER OF THIS SYSTEM WHO:

11 (i) ON ACCOUNT OF MILITARY SERVICE, AS DEFINED IN PARAGRAPH (8) OF THIS
12 SUBSECTION, IS ON UNPAID LEAVE OF ABSENCE FROM PAID CITY EMPLOYMENT;

13 (ii) DOES NOT WITHDRAW ANY OF HIS OR HER ACCUMULATED CONTRIBUTIONS,
14 UNLESS HE OR SHE REDEPOSITS THE SUM WITHDRAWN AS PROVIDED UNDER
15 PARAGRAPH (2) OF THIS SUBSECTION;

16 (iii) WITHIN 1 YEAR AFTER HE OR SHE LEAVES MILITARY SERVICE, OR ANY LONGER
17 PERIOD DURING WHICH HIS OR HER EMPLOYMENT RIGHTS ARE PROTECTED BY
18 FEDERAL LAW, IS REEMPLOYED BY THE CITY OF BALTIMORE AS A REGULAR AND
19 PERMANENT EMPLOYEE;

20 (iv) DOES NOT TAKE ANY EMPLOYMENT, OTHER THAN EMPLOYMENT DESCRIBED IN
21 ITEM (iii) OF THIS PARAGRAPH OR TEMPORARY EMPLOYMENT AFTER THE
22 MEMBER:

23 (A) APPLIED FOR REEMPLOYMENT IN HIS OR HER FORMER CLASSIFICATION OR
24 POSITION IN THE CITY SERVICE; AND

25 (B) WAS REFUSED IMMEDIATE REEMPLOYMENT FOR CAUSES BEYOND HIS OR
26 HER CONTROL; AND

27 (v) APPLIES FOR SERVICE CREDIT WITH THE SYSTEM.

28 (2) *REDEPOSIT OF ACCUMULATED CONTRIBUTIONS; PAYMENT METHODS, DEADLINE; PRO RATA*
29 *CREDIT.*

30 (i) IF A MEMBER OF THIS SYSTEM WHO IS ABSENT FROM EMPLOYMENT FOR MILITARY
31 SERVICE WITHDRAWS ANY OF HIS OR HER ACCUMULATED CONTRIBUTIONS AND
32 REDEPOSITS INTO THE SYSTEM THE SUM WITHDRAWN, WITH REGULAR INTEREST AT
33 THE ANNUITY SAVINGS FUND RATE FROM THE DATE OF WITHDRAWAL TO THE DATE
34 THAT THE REDEPOSIT IS COMPLETED, THE MEMBER, IF OTHERWISE QUALIFIED, IS
35 ENTITLED TO THE BENEFITS OF THIS SECTION AS IF THE WITHDRAWAL HAD NOT BEEN
36 MADE.

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(II) THE REDEPOSIT OF ACCUMULATED CONTRIBUTIONS:

(A) MAY BE MADE BY A SINGLE PAYMENT OR AN INCREASED RATE OF CONTRIBUTION; BUT

(B) MUST BE COMPLETED BEFORE THE MEMBER'S RETIREMENT DATE.

(III) THE REDEPOSIT OF ACCUMULATED CONTRIBUTIONS SHALL BE CREDITED PRO RATA AT THE TIME EACH PAYMENT IS MADE.

(3) *RETENTION OF STATUS AND RIGHTS AS A MEMBER.*

EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, A MEMBER OF THIS SYSTEM WHO IS REEMPLOYED UNDER PARAGRAPH (1)(III) OF THIS SUBSECTION RETAINS THE STATUS AND RIGHTS AS A MEMBER DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR MILITARY SERVICE.

(4) *SERVICE CREDIT.*

A MEMBER OF THIS SYSTEM SHALL RECEIVE SERVICE CREDIT FOR A PERIOD OF ABSENCE FROM EMPLOYMENT WHILE IN MILITARY SERVICE IF:

(I) THE REEMPLOYMENT OF THE MEMBER UNDER PARAGRAPH (1)(III) OF THIS SECTION IS PAID EMPLOYMENT; AND

(II) MEMBERSHIP IN THIS SYSTEM IS A REQUIREMENT OF THAT EMPLOYMENT.

(5) *TRANSFER OF SERVICE CREDIT.*

A MEMBER OF THIS SYSTEM WHO RECEIVES SERVICE CREDIT FOR MILITARY SERVICE UNDER THIS SUBSECTION MAY TRANSFER THE CREDIT TO ANOTHER STATE OR LOCAL RETIREMENT OR PENSION SYSTEM.

(6) *CONTRIBUTIONS.*

(I) EXCEPT AS OTHERWISE PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, A MEMBER OF THIS SYSTEM WHO IS REEMPLOYED UNDER PARAGRAPH (1)(III) OF THIS SUBSECTION AND IS OTHERWISE QUALIFIED TO RETAIN THE STATUS AND RIGHTS OF A MEMBER DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR MILITARY SERVICE, SHALL BE CREDITED WITH, AT THE CITY'S SOLE ACCOUNT AND EXPENSE:

(A) THE CONTRIBUTIONS, IF ANY, THAT THE CITY WOULD HAVE MADE ON BEHALF OF THE MEMBER IF THE MEMBER HAD NOT BEEN ABSENT; AND

(B) THE CONTRIBUTIONS THAT THE MEMBER WOULD HAVE MADE ON HIS OR HER OWN BEHALF IF THE MEMBER HAD NOT BEEN ABSENT.

(II) ON A MEMBER'S TERMINATING CITY EMPLOYMENT, THE MEMBER IS NOT ENTITLED TO WITHDRAW ANY PART OF THE CONTRIBUTIONS CREDITED TO HIS OR HER ACCOUNT UNDER THIS PARAGRAPH, INCLUDING THE ANNUITY PORTION ATTRIBUTABLE TO CITY

1 CONTRIBUTIONS MADE UNDER THIS PARAGRAPH, EXCEPT IN THE CASE OF DEATH
2 WHILE IN CITY SERVICE OR RETIREMENT FROM CITY SERVICE.

3 (III) THE BOARD OF TRUSTEES SHALL REFUND TO A MEMBER ANY CONTRIBUTIONS MADE
4 TO THE SYSTEM DURING A PERIOD OF ABSENCE FROM EMPLOYMENT FOR MILITARY
5 SERVICE WHEN THE MEMBER IS OTHERWISE EXEMPTED UNDER THIS PARAGRAPH
6 FROM PAYING CONTRIBUTIONS INTO THE SYSTEM.

7 (IV) ON TERMINATION OF A MEMBER'S EMPLOYMENT DURING OR AFTER A LEAVE OF
8 ABSENCE FOR MILITARY SERVICE, THE MEMBER, MEMBER'S BENEFICIARY, OR
9 MEMBER'S ESTATE IS ENTITLED TO A REFUND OF THE MEMBER'S ACCUMULATED
10 CONTRIBUTIONS, PLUS INTEREST, IN LIEU OF ANY OTHER SYSTEM BENEFIT,
11 EXCLUDING CONTRIBUTIONS MADE BY THE CITY UNDER SUBPARAGRAPH (I) OF THIS
12 PARAGRAPH.

13 (7) *BENEFITS PROHIBITED DURING ABSENCE.*

14 A MEMBER OF THIS SYSTEM, THE MEMBER'S BENEFICIARY, OR THE MEMBER'S ESTATE IS
15 NOT ENTITLED TO LINE-OF-DUTY DISABILITY BENEFITS OR LINE-OF-DUTY DEATH
16 BENEFITS ARISING FROM THE MEMBER'S DEATH OR DISABILITY DURING A PERIOD THAT
17 THE MEMBER IS ABSENT FROM EMPLOYMENT FOR MILITARY SERVICE.
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19 (8) *"MILITARY SERVICE" DEFINED.*

20 (I) IN THIS SUBSECTION, "MILITARY SERVICE" MEANS ANY:

21 (A) "SERVICE IN THE UNIFORMED SERVICES", AS DEFINED BY AND INTERPRETED
22 UNDER 38 U.S.C. § 4303(13); OR

23 (B) "MILITARY SERVICE", AS DEFINED BY AND INTERPRETED UNDER STATE
24 PERSONNEL AND PENSION ARTICLE §38-101(D);

25 (II) "MILITARY SERVICE" INCLUDES ACTIVE DUTY, ACTIVE DUTY FOR TRAINING, INITIAL
26 ACTIVE DUTY FOR TRAINING, AND INACTIVE DUTY TRAINING (SUCH AS DRILLS),
27 UNDER COMPETENT AUTHORITY, ON A VOLUNTARY OR INVOLUNTARY BASIS, IN THE
28 ARMY, NAVY, MARINE CORPS, AIR FORCE, COAST GUARD, PUBLIC HEALTH SERVICE
29 COMMISSIONED CORPS, THE ARMY NATIONAL GUARD, THE AIR NATIONAL GUARD,
30 THE MARYLAND NATIONAL GUARD, AS WELL AS THE RESERVE COMPONENTS OF
31 EACH OF THESE SERVICES, AND ANY OTHER CATEGORY OF PERSONS DESIGNATED BY
32 THE PRESIDENT OR THE GOVERNOR OF THE STATE OF MARYLAND IN TIME OF WAR OR
33 NATIONAL OR STATE EMERGENCY.

34 (9) *RULES AND REGULATIONS.*

35 THE BOARD OF TRUSTEES MAY ADOPT RULES, RESOLUTIONS, AND REGULATIONS TO
36 CARRY OUT THIS SUBSECTION.

(b) *MILITARY PERSONNEL – CREDIT FOR MILITARY SERVICE PRIOR TO EMPLOYMENT.*

(1) Notwithstanding any other provision of this subtitle, [upon] ON proper application to the Retirement System, credit for military service, as defined in [§ 20(a)] SUBSECTION (A) of this [subtitle] SECTION, shall be granted to any member who has served in the military prior to employment with the City.

(2) However, a member [shall] MAY not be awarded credit if [he] THE MEMBER has received credit for a period of military service under any other retirement system, for which retirement benefits have been or will be received by him[;]. [however, this] THIS exclusion, HOWEVER, does not apply to any [such] credit provided through Federal Old-Age and Survivors Insurance (Social Security), or to any benefits provided under Title 3 or Title 10, Chapter 67, §§ 1331 through 1337 of the U.S. Code.

(3) [In addition, the] THE military service credit [herein] provided BY THIS SUBSECTION [shall] MAY not exceed 3 years.

[The City shall make all necessary contributions to the pension and annuity funds for the funding of military service credit. The Board of Trustees is hereby authorized to issue rules and regulations to carry out the provisions of this section, notwithstanding any present rules and regulations to the contrary. The provisions of this section shall pertain to those employees who retire after the effective date of this ordinance.]

§ 21. Board of Trustees.

The Elected Officials’ Retirement System shall be administered [in the same manner] by the Board of Trustees of the Employees’ Retirement System IN THE SAME MANNER as provided [for] in § 5 of this article. All claims shall be administered by the panel of hearing examiners in the same manner as provided IN § 9 OF THIS ARTICLE for [A and B] members of the Employees’ Retirement System [in § 5 of this article].

§ 22. Benefits.

(b) *Non-line-of-duty disability retirement.*

(1) *Eligibility REQUIREMENTS.*

A MEMBER SHALL BE RETIRED ON A non-line-of-duty disability retirement [will be awarded to any member who] IF:

(i) THE MEMBER has acquired at least 5 years of service, AS DETERMINED BY THE BOARD OF TRUSTEES; AND

(ii) [has been determined by] a hearing examiner [to be] DETERMINES THAT:

(A) THE MEMBER IS mentally or physically incapacitated from the further performance of [the] HIS OR HER duties as an elected official of Baltimore City; [and]

(B) [that such] THE incapacity is likely to be permanent; and

1 (C) [(iii)] THE MEMBER does not qualify under subsection (c) OF THIS § 22 for
2 a line-of-duty disability retirement.

3 (2) *Application AND FILING DEADLINE.*

4 [Prior to receiving a retirement benefit] TO RETIRE under this subsection (b), a member
5 must:

6 (i) [complete a written application filed with] APPLY TO the Board of Trustees, ON A
7 FORM APPROVED BY THE BOARD; and

8 (ii) [select an effective date of retirement not less than 30 days or more than 90 days
9 after the filing of the written] SUBMIT THE application TO THE BOARD NO LATER
10 THAN 1 YEAR FOLLOWING THE MEMBER’S LAST DAY OF CITY EMPLOYMENT.

11 (3) *EFFECTIVE DATE OF NON-LINE-OF-DUTY DISABILITY RETIREMENT.*

12 A NON-LINE-OF-DUTY DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT
13 AS FOLLOWS:

14 (I) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
15 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
16 FOLLOWING THE MEMBER’S LAST DAY OF CITY EMPLOYMENT; AND

17 (II) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
18 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
19 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.

20 (4) [(3)] *Amount of non-line-of-duty disability retirement benefit.*

21 Upon being awarded a retirement benefit under this subsection (b), a member is entitled
22 to receive an annual maximum retirement allowance equal to the greater of:

23 (i) the member’s annual maximum service allowance as described in [paragraph (3)
24 of] subsection (a)(3) of this section; or

25 (ii) a retirement allowance totaling 25% of the member’s current annual earnable
26 compensation.

27 (c) *Line-of-duty disability.*

28 (1) *Eligibility REQUIREMENTS.*

29 A MEMBER SHALL BE RETIRED ON A line-of-duty disability [will be awarded to any
30 member who has] IF A HEARING EXAMINER DETERMINES THAT:

31 (i) [been determined by a hearing examiner to be] THE MEMBER IS totally and
32 permanently incapacitated from the further performance of [the] HIS OR HER
33 duties as an elected official of Baltimore City; and

1 (ii) [been determined by a hearing examiner to have been] THE MEMBER WAS
2 injured:

3 (A) as the natural and proximate result of an accident occurring while in the
4 actual performance of duty at some definite time and place; and

5 (B) without willful negligence on the part of the member.

6 (2) *Application AND FILING DEADLINE.*

7 [Prior to receiving a retirement benefit] TO RETIRE under this subsection (c), a member
8 must:

9 (I) [file a written application with] APPLY TO the Board of Trustees, ON A FORM
10 APPROVED BY THE BOARD;

11 (II) SUBMIT THE APPLICATION TO THE BOARD NO LATER THAN 1 YEAR FOLLOWING
12 THE MEMBER'S LAST DAY OF CITY EMPLOYMENT.

13 (3) *EFFECTIVE DATE OF NON-LINE-OF-DUTY DISABILITY RETIREMENT.*

14 A NON-LINE-OF-DUTY DISABILITY RETIREMENT UNDER THIS SUBSECTION TAKES EFFECT
15 AS FOLLOWS:

16 (I) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT BEFORE TERMINATING
17 CITY EMPLOYMENT, THE RETIREMENT IS EFFECTIVE AS OF THE FIRST DAY
18 FOLLOWING THE MEMBER'S LAST DAY OF CITY EMPLOYMENT; AND

19 (II) IF THE MEMBER APPLIED FOR DISABILITY RETIREMENT AFTER TERMINATING CITY
20 EMPLOYMENT, THE RETIREMENT IS EFFECTIVE 30 DAYS AFTER THE DATE ON
21 WHICH THE BOARD RECEIVED A COMPLETED APPLICATION.

22 (4) [(3)] *Amount of line-of-duty disability retirement benefit.*

23 Upon being awarded a retirement benefit under this subsection (c), a member is entitled
24 to receive a maximum retirement allowance consisting of:

25 (i) an annuity equal to the actuarial equivalent of the member's accumulated
26 contributions at the time of retirement; plus

27 (ii) a pension equaling 66.667% of the member's current annual earnable
28 compensation.

29 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the catchlines contained in this Ordinance are
30 not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

1 **SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is
2 enacted, subject to the following:

3 (a) For purposes of applying the provisions that extend the filing of disability applications to
4 1 year after termination of City employment, former City employees who terminated
5 City employment on or after July 1, 2003 and on or before the effective date of this
6 Ordinance, shall begin to count the 1 year deadline for filing disability applications
7 following termination of employment on the effective date of this Ordinance, regardless
8 of when they actually terminated employment.

9 (b) The provisions clarifying that a deceased member’s pre-membership employment is
10 to be included in figuring the minimum 20 years of service credit needed to be
11 eligible to receive the 40% survivorship death benefit apply to all members dying on
12 or after the original effective date of the death benefit provision, April 1, 2001.

Certified as duly passed this _____ day of _____, 20__

President, Baltimore City Council

Certified as duly delivered to His Honor, the Mayor,
this _____ day of _____, 20__

Chief Clerk

Approved this _____ day of _____, 20__

Mayor, Baltimore City