



Legislation Text

File #: 16-0634, Version: 0

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.
CITY OF BALTIMORE
COUNCIL BILL 16-0634
(First Reader)

Introduced by: The Council President

At the request of: The Administration (Employees♦ and Elected Officials♦ Retirement Systems)

Introduced and read first time: March 14, 2016

Assigned to: Taxation, Finance and Economic Development Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Department of Finance, Labor Commissioner, Department of Human Resources, Employees♦ Retirement System Board, Elected Officials♦ Retirement System Board

A BILL ENTITLED

AN ORDINANCE concerning

Employees' Retirement System and Elected Officials' Retirement System - Actuarial Assumptions; Benefit Payments - Clarifications and Modifications

FOR the purpose of modifying the definitions of "employee", "regular interest" (for valuation purposes), and "actuarial equivalent"; changing the frequency of actuarial experience studies; clarifying the Board of Trustees' authority over System staff hiring and compensation; providing for distribution of accumulated contributions; changing eligibility for death benefits payable to surviving spouses and minor children; amending certain provisions to reflect current administrative practices; correcting, clarifying, and conforming related provisions; providing for a special effective date; and generally relating to the Employees' Retirement System and the Elected Officials' Retirement System.

BY repealing and reordaining, with amendments

Article 22 - Retirement Systems

Section(s) 1(2), 1(9)(ii), 1(19), 3(d), 5(h) and (o), 9(a), 9(b), 9(c), 9(d), 9(d▲1), 9(e)(intro) and♦(6), 9(f)(1), (2)(intro) and (ii), and (3)(ii), 9(i)(1), (2), (3), and♦ (5),♦9(j)(1) to (4), and♦(5)(i), (ii) and (iii)(11), 9(k)(1) to (4) and (6)(ii) and♦(iii), 9(l), 9(m), 9(n), 9(o▲1)(2) to (5), 9(o-2), 9(p)(10) and (11), 9.1(b), 9.2(d)(1) and (2), 9.2(g)(1)(i) and (2)(i), 9.2(i)(1)(i), (4)(ii),♦and (5)(i) and (ii)(intro), 9.2(k)(1)(ii) and♦(6)(i), 9.2(l), 9.2(m)(2)(i), (3)(v)(A)2. and (B), (4)(i)(B), (iv), (v)(A), and♦(vi), 9.2(n)(4)(ii), 9.2(n)(5), 9.2(p)(10)(i)(C), (11)(ii), (iii) and (v), 12, 17A(7)(ii) and (18), 22(e)(1)(ii)(A) and (B), 22(g)(2)(i)(B)1. and 2., and 47(h)

Baltimore City Code
(Edition 2000)

BY repealing

Article 22 - Retirement Systems

Section(s) 9(e)(3), 9(f)(3)(iii) and (iv), 9(f)(4), 9(g), 9(h), and 9.2(k)(4)

Baltimore City Code

(Edition 2000)

BY adding

Article 22 - Retirement Systems

Section(s) 9(d-2), 9.2(c)(7), 9.2(g)(1)(iv), 15, and 26

Baltimore City Code

(Edition 2000)

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

Baltimore City Code

Article 22. Retirement Systems

Subtitle ♦ Employees♦ Retirement System

♦ 1. Definitions.

(2) EMPLOYEE.

(i) [(A)] IN GENERAL.

♦Employee♦ means, EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, ANY OF THE FOLLOWING:

(A) [1.] any [regular and] permanent officer[, agent,] or employee of the MAYOR AND City COUNCIL of Baltimore, INCLUDING ANY OFFICER OR EMPLOYEE OF AN AGENCY, DEPARTMENT, UNIT, SUBDIVISION, OR INSTRUMENTALITY OF THE MAYOR AND CITY COUNCIL; [and]

(B) [2.] any [regular and] permanent officer[, agent, servant,] or employee, by whatever authority appointed, whose salary or compensation is paid by the Mayor and City Council of Baltimore, except when the City [of Baltimore] acts only as an agent for the convenience of disbursing payroll funds[.];

(C) ANY EMPLOYEE OF THE BALTIMORE CITY PUBLIC SCHOOL SYSTEM WHO IS NOT ELIGIBLE TO PARTICIPATE IN THE MARYLAND STATE RETIREMENT AND PENSION SYSTEM;

(D) ANY EMPLOYEE OF THE MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES WHO:♦

1. WAS A CITY EMPLOYEE WORKING AT THE BALTIMORE CITY JAIL WHEN THE STATE ASSUMED ADMINISTRATION OF THE JAIL IN JULY 1991; AND

2. ON BECOMING A STATE EMPLOYEE, ELECTED TO REMAIN A MEMBER OF THIS

SYSTEM;

(E) ANY EMPLOYEE OF THE BALTIMORE MUSEUM OF ART OR OF THE WALTERS ART MUSEUM WHO WAS EMPLOYED BY EITHER MUSEUM ON OR BEFORE JUNE 30, 2014, EXCEPT THAT, AFTER TERMINATION OF THAT EMPLOYMENT, IF THE EMPLOYEE IS REHIRED ON OR AFTER JULY 1, 2014, THE EMPLOYEE NO LONGER IS AN ♦EMPLOYEE♦ FOR PURPOSES OF THIS SUBTITLE; AND

(F) THE STATE♦S ATTORNEY FOR BALTIMORE CITY.

[(B) In all cases of doubt the Board of Trustees shall decide who is an employee within the meaning of this subtitle.]

(II) EXCLUSIONS.

♦EMPLOYEE♦ DOES NOT INCLUDE:

(A) ANY ♦ELECTED OFFICIAL♦, AS DEFINED IN ♦ 17A(2) OF THIS ARTICLE FOR PURPOSES OF MEMBERSHIP IN THE ELECTED OFFICIALS♦ RETIREMENT SYSTEM OF THE CITY OF BALTIMORE; OR

(B) ANY ♦EMPLOYEE♦, AS DEFINED IN ♦ 30(2) OF THIS ARTICLE FOR PURPOSES OF MEMBERSHIP IN THE FIRE AND POLICE EMPLOYEES♦ RETIREMENT SYSTEM OF THE CITY OF BALTIMORE.

[(ii) Notwithstanding any other provision of this article or any prior determination of the Board of Trustees, employees of the Baltimore Museum of Art and of the Walters Art Museum who are employed or reemployed on or after July 1, 2014, are not "employees" under this subtitle.]

(III) IN CASES OF DOUBT.

(A) IN ALL CASES OF DOUBT, THE BOARD OF TRUSTEES DETERMINES WHO IS AN ♦EMPLOYEE♦ UNDER THIS SUBTITLE.

(B) A DETERMINATION BY THE BOARD UNDER THIS SUBPARAGRAPH IS FINAL AND BINDING ON ALL PERSONS, SUBJECT TO THE RIGHTS OF APPEAL AND REVIEW UNDER ♦ 15 OF THIS SUBTITLE.

(9) REGULAR INTEREST.

(ii) ♦Regular interest♦ for valuation purposes means:

(A) FOR FISCAL YEARS BEGINNING ON OR BEFORE JULY 1, 2015:

1. 7.75% before benefit payments commence; and
2. 6.55% after benefit payments commence;

(B) FOR FISCAL YEARS BEGINNING ON JULY 1, 2016, AND ON JULY 1, 2017:

1. 7.50% BEFORE BENEFIT PAYMENTS COMMENCE; AND
2. 6.30% AFTER BENEFIT PAYMENTS COMMENCE; AND

(C) FOR FISCAL YEARS BEGINNING ON OR AFTER JULY 1, 2018:

1. 7.25% BEFORE BENEFIT PAYMENTS COMMENCE; AND
2. 6.0% AFTER BENEFIT PAYMENTS COMMENCE.

(19) ACTUARIAL EQUIVALENT.

◆Actuarial equivalent◆, for purposes of determining the amount of an optional retirement benefit under this subtitle, means a benefit of equivalent value when calculated using:

- (I) regular interest for actuarial equivalent purposes; and
- (II) MORTALITY ASSUMPTIONS BASED ON THE FOLLOWING TABLES:

(A) FOR RETIREMENTS EFFECTIVE ON OR BEFORE JUNE 30, 2016, the UP-84 mortality table with no set forward, except that in the case of disability retirements under this subtitle, the table is set forward 9 years; AND

(B) FOR RETIREMENTS EFFECTIVE ON OR AFTER JULY 1, 2016, THE RP-2000 MORTALITY TABLES FOR MALES AND FEMALES SET FORWARD 2 YEARS AND PROJECTED 15 YEARS USING 50% OF SCALE AA AND THEN BLENDED 50% FOR MALES AND FEMALES.

◆ 3. Membership.

(d) [Absence from service] TERMINATION OF EMPLOYMENT.

(1) CLASS A OR B MEMBERS.

[Should any] IF A Class A or Class B member [cease to be an employee of] TERMINATES EMPLOYMENT WITH the City [of Baltimore] and IS not [be entitled to] ELIGIBLE FOR any benefits [provided for] under this subtitle[.]:

- (I) he OR SHE [shall thereupon cease] CEASES to be a member OF THIS SYSTEM; and
- (II) [the balance in his annuity savings account,] HIS OR HER ACCUMULATED CONTRIBUTIONS, IF ANY, WILL BE REFUNDED (with REGULAR interest [to the date he left City employment,] CREDITED THROUGH THE DATE OF TERMINATION) [with the exception of military service credit provided for in ◆◆4(e) of this subtitle, shall be refunded].

(2) CLASS C MEMBERS.

[Any] IF A Class C member [who is absent without pay] TERMINATES EMPLOYMENT WITH THE CITY for more than 30 consecutive days [from City employment without an authorized leave of absence] and [who] is not eligible for any benefits under this subtitle:

(I) [shall thereupon cease] SHE OR HE CEASES to be a member of this [Retirement] System;
and

(ii) [the member's] HER OR HIS accumulated contributions, if any, [shall] WILL be refunded IN ACCORDANCE WITH 9(M)(7) OF THIS SUBTITLE [with interest to the date the member left City employment].

(3) CLASS D MEMBERS.

IF A CLASS D MEMBER TERMINATES EMPLOYMENT WITH THE CITY FOR MORE THAN 30 CONSECUTIVE DAYS AND IS NOT ELIGIBLE FOR ANY BENEFITS UNDER THIS SUBTITLE:

(I) HE OR SHE CEASE TO BE A MEMBER OF THIS SYSTEM; AND

(II) HIS OR HER ACCUMULATED CONTRIBUTIONS WILL BE REFUNDED IN ACCORDANCE WITH 9.2(K)(6) OF THIS SUBTITLE.

5. Administration; Board of Trustees.

(h) Officers; [employees] THIRD-PARTY SERVICES; SYSTEM STAFF.

(1) OFFICERS.

(I) The Board of Trustees shall [by a majority vote of all of its members] elect [from its membership] a [chairman] CHAIR AND A VICE-CHAIR FROM AMONG ITS MEMBERS.

(II) The [Retirement] System's [administrator] EXECUTIVE DIRECTOR [shall serve] SERVES as the Secretary to the Board.

(2) RETENTION OF THIRD-PARTY SERVICES.

(I) [It] AS THE BOARD OF TRUSTEES DEEMS NECESSARY FROM TIME TO TIME, THE BOARD shall engage [such] actuarial and other [service] THIRD-PARTY SERVICES as [shall be] required to transact the business of the [Retirement] System.

(II) The [compensation of all persons engaged by the Board of Trustees, and all other expenses of the Board necessary for the operation of the Retirement System shall be paid at such rates and in such amounts as] RETENTION OF THESE SERVICES IS SUBJECT TO THE APPROVAL OF the Board of Estimates [shall approve pursuant to the provisions of the City Charter] AS REQUIRED BY THE CITY CHARTER AND THE RULES AND REGULATIONS OF THE BOARD OF ESTIMATES.

(3) SYSTEM STAFF.

SUBJECT TO APPLICABLE CIVIL SERVICE COMMISSION RULES, THE BOARD OF TRUSTEES HAS EXCLUSIVE AUTHORITY OVER:

- (I) CREATION OF NEW SYSTEM STAFF POSITIONS; AND
- (II) HIRING AND SETTING THE COMPENSATION OF SYSTEM STAFF.

(o) [Actuarial investigation] EXPERIENCE STUDY.

(1) ACTUARY TO CONDUCT AND REPORT TO BOARD.

[Beginning with the 3-year period starting July 1, 1975, and at] AT least once in each [3-year] 5-YEAR period [thereafter], the actuary shall [make] CONDUCT AND PRESENT TO THE BOARD OF TRUSTEES an [actuarial investigation into] EXPERIENCE STUDY OF the mortality, service, and compensation experience of the members and beneficiaries of [the Retirement] THIS System[, and shall make a valuation of the assets and liabilities of the funds of the system, and].

(2) BOARD TO CERTIFY ACTUARIAL ASSUMPTIONS.

[taking] TAKING into account the [result] RESULTS of [such investigation and valuation] THE EXPERIENCE STUDY, the Board of Trustees shall adopt and certify for the [Retirement] System [such] THE mortality, service, COMPENSATION, and other [tables or rates as shall be deemed] ACTUARIAL ASSUMPTIONS IT DEEMS necessary FOR THE ACTUARY TO DETERMINE THE ANNUAL CONTRIBUTION BY THE CITY TO THIS SYSTEM.

◆ 9. Class C membership.

(a) [Class C membership] GENERAL PROVISIONS.

[Beginning July 1, 1979, there is a new class of members in the Retirement System, to be known as Class C members and defined as follows:]

(1) ◆(AN)OTHER CITY RETIREMENT PLAN◆ DEFINED.

IN THIS SECTION, ◆(AN)OTHER CITY RETIREMENT PLAN◆ MEANS:

(I) THE FIRE AND POLICE EMPLOYEES◆ RETIREMENT SYSTEM OF THE CITY OF BALTIMORE; OR

(II) THE ELECTED OFFICIALS◆ RETIREMENT SYSTEM OF THE CITY OF BALTIMORE.

(2) [(1)] COMMENCEMENT OF MEMBERSHIP.

(I) IN GENERAL.

All persons who become employees] AN EMPLOYEE WHOSE EMPLOYMENT WITH THE CITY BEGINS on or after July 1, 1979, with the exception of [those employees] AN EMPLOYEE who [are] IS required [or eligible] to join [either Maryland State or other governmental retirement systems or who are required again to become Class A or Class B members shall, on the 1st day after completion of 12 consecutive months of employment,] ANOTHER CITY RETIREMENT PLAN, WILL become A Class C [members] MEMBER OF THIS SYSTEM [as a condition of employment] ON THE 1ST ANNUAL ANNIVERSARY OF THE DATE ON WHICH HIS OR HER EMPLOYMENT BEGAN.

(II) TRANSFERS.

AN EMPLOYEE WHO, ON OR AFTER JULY 1, 2014, TRANSFERS, WITHOUT A BREAK IN EMPLOYMENT, FROM A POSITION WITH THE CITY COVERED UNDER ANOTHER CITY RETIREMENT PLAN TO A POSITION WITH THE CITY COVERED UNDER THIS SYSTEM:

(A) WILL BECOME A CLASS C MEMBER ON THE 1ST ANNUAL ANNIVERSARY OF THE TRANSFER; AND

(B) WILL BE CREDITED WITH HIS OR PRIOR SERVICE UNDER THE OTHER CITY RETIREMENT PLAN IN ACCORDANCE WITH SUBSECTION (C)(4) OF THIS SECTION.

(3) [(1a)] NON-PARTICIPATION IN OTHER CITY RETIREMENT PLANS ♦ GENERAL.

[A] EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, A Class C member may not make contributions to, receive any pension or retirement [allowance] INCOME from, or accrue any service credit in [any other pension or] ANOTHER CITY retirement [system of the City of Baltimore] PLAN while at the same time accruing service credit in this [system] SYSTEM.

[(1b) The prohibition set forth in paragraph (1a) of this subsection does not apply to contributions made to or benefits received from:

- (i) the Baltimore City Municipal Deferred Compensation Plan, or
- (ii) the Social Security System established by the Act of Congress known generally as ♦The Social Security Act of 1935", as amended from time to time.]

(4) [(1c)] NON-PARTICIPATION IN OTHER CITY PLANS ♦ EXCEPTION.

Notwithstanding paragraph [(1a)] (3) of this subsection, and pursuant to ♦ 48 of this article, the following [shall] MAY become Class C members of this [system] SYSTEM and accrue service credit in this [system] SYSTEM while [employed in a permanent full-time or permanent part-time position] AN EMPLOYEE covered by this [system] SYSTEM:

- (i) members of another City [system] RETIREMENT PLAN who were eligible to begin receiving retirement benefits from that [system] OTHER PLAN but who, ON TRANSFERRING TO A POSITION COVERED BY THIS SYSTEM, [chose to postpone] POSTPONED receipt of those benefits [and change employment to a position covered by this system]; or

(ii) retirees who were receiving retirement benefits from another City [system] RETIREMENT PLAN but who, ON REEMPLOYMENT IN A POSITION COVERED BY THIS SYSTEM, [chose to suspend] SUSPENDED receipt of those benefits [and accept reemployment in a position covered by this system].

[(2) Subject to the provisions contained in paragraph (5), any Class A or Class B member, including any Class A or Class B member who is entitled to any benefits under the provisions of §§ 6(a)(11), 6(a)(12), 6(b)(12), and 6(b)(13) of this subtitle, who is interested in becoming a Class C member must file a Notice of Intent with the Board of Trustees of the Retirement System on or before June 30, 1991. Such Notice of Intent shall state that the member is considering becoming a Class C member to be effective and irrevocable after the expiration of 90 days beginning with the date that such Notice is filed; and if he does become a Class C member, whether his accumulated contributions, with or without excess voluntary contributions provided for in § 8(a)(4), with interest are to be refunded to him or are to remain in the Retirement System. Notwithstanding anything to the contrary, a member's Notice shall not become effective nor create any Class C rights in such member until the expiration of 90 days after it is filed with the Board of Trustees. During such 90-day period, the member may modify or revoke such Notice of Intent in full or in part in such written form as may be approved by the Board of Trustees. Upon the expiration of such 90 days following the filing of such Notice of Intent, if not sooner revoked, a member's Notice of Intent, including his election as to the disposition of his accumulated contributions with interest, shall become irrevocable, and he shall become a Class C member of the Retirement System at that time.]

[If the member elects to have said accumulated contributions remain in the Retirement System then at the time of his retirement, subject to the provisions of § 9(m), he shall receive an annuity for said accumulated contributions in addition to the benefits provided under this section. If the Class C member dies before retirement, then such accumulated contributions, if any, shall be refunded to his designation beneficiary or estate.]

[If the member, in the Notice of Intent, elected to receive a refund of his accumulated contributions with interest, such refund shall be paid to him in the manner prescribed by regulations promulgated by the Board of Trustees, with due consideration for the fiscal integrity of the system. Notwithstanding anything to the contrary, the refund of the member's contributions with interest, whether in a lump sum payment or annual installments, shall be paid or commenced to be paid at such time as may be determined by the Board of Trustees, but in no event earlier than 30 days after the member's becoming a Class C member or later than the expiration of 3 years from the date of his becoming a Class C member. As long as the member's contributions or any part thereof remain in the Retirement System, interest shall continue to be credited on any undistributed portion of the member's contribution account.]

[Notwithstanding anything to the contrary, the refund of the accumulated contributions of any Class A or Class B member who has previously pledged such contributions as security for a loan under § 11 of this subtitle, shall be reduced by an amount equal to such indebtedness of the member at the time of becoming a Class C member, and held by the City with interest until such indebtedness by the member is satisfied, or the lending institution notifies the City that the funds can be released.]

[(3) All existing employees on June 30, 1979, who are not then members of the Retirement System, shall become Class A members, within 2 years of the date of their employment.]

[(4) Notwithstanding anything to the contrary, any existing elected official or appointed official whose term is fixed by law and who is not a Class A or Class B member of the system on July 1, 1979, shall have the option of becoming a Class C member within 120 days after July 1, 1979. Should such official elect to become a Class C member, then he shall be credited for the period of time served from July 1, 1979, up to the time of becoming a Class C member. Should such official not exercise such option within the 120-day period, then his failure to elect shall be irrevocable during the term of such official's office. Any official who is elected or appointed after July 1, 1979, shall be entitled to membership in this system upon the completion of 1 year of his term, and provided that he elects to join the system within 120 days after such 1-year period. If he so elects to join the system within the 120 days of his eligibility, then the official shall be credited for service from the time of eligibility up to the date of becoming a Class C member. For purposes of receiving service credit in the system, a period of 1 year in office shall be considered as equal to 1,000 hours of work under the provisions of this section, or if such period is less than 1 year, then the proportional fraction thereon. With the exception of the maximum credit of 120 days provided heretofore, an elected or appointed official shall not receive service credit for any period of non-membership employment before electing to become a Class C member.]

[(5) Any Class A or Class B member who becomes a Class C member pursuant to the provisions of paragraph (2) or (4), shall be deemed to have relinquished any claims for any and all injuries or medical conditions, actual or potential, sustained while a Class A or Class B member, and any and all other benefits to which he may have been entitled as a Class A or Class B member. Upon becoming a Class C member he shall be entitled to any benefits provided for Class C members for which he qualifies, regardless of whether claim for such benefits arose prior to or subsequent to his becoming a Class C member.]

[Any Class A or Class B member, who has filed any disability claim or any other claim for benefits before July 1, 1979, or during such period covering the member's Notice of Intent under paragraph (2) or (4), shall not be eligible to become a Class C member.]

(b) Forms.

A Class C member shall execute [such] THE form or forms and provide [such] THE supporting evidence [as] THAT may be required from time to time, and must answer truthfully all questions pertinent to administration of [the Retirement] THIS System.

(c) Class C service credit.

[(1) All Class A and Class B members of the Retirement System who elect to become Class C members as provided for in § 9(a) shall receive service credit as follows:

(i) all service standing to their credit as Class A or Class B members at the time of their effective date of transfer to Class C membership.

(ii) all employment for which they, as Class A or Class B members, are eligible to receive service credit at the time of filing a Notice of Intent to become a Class C member, whether by purchase or

repurchase, or by transfer of the applicable funds.

(iii) any employment beginning with the 1st anniversary of the initial date of their current employment and ending with their date of membership, not to exceed 1 year's service credit for such employment.

(iv) However, notwithstanding anything to the contrary, a Class C member shall not receive credit for any employment or membership service earned in any other pension system if said employment or service results in the member's being entitled to any current or future benefits for such employment or service in such other pension system, even though the member would have been eligible to receive credit in this system for such employment or service.]

[(2) Beginning July 1, 1979, each new employee shall become a Class C member on the 1st day following his completion of 12 consecutive months of employment.]

(1) [(3)(A)] TERMINATION ON OR BEFORE APRIL 30, 1996.

(I) IN GENERAL.

For any Class C member who terminates employment on or before April 30, 1996, all service in a fiscal year after the date of becoming a Class C member[,] shall be credited as [follows:] PROVIDED IN THIS PARAGRAPH.

(II) JOB REQUIRING MORE THAN 1,000 HOURS PER YEAR.

(A) Any Class C member employed by the City in a job classification [which] THAT requires 1,000 or more hours of work in a fiscal year shall receive credit for 1 year of service, [provided such] IF THAT member was in [a] pay status for each and every payroll period in the fiscal year.

(B) If [such] THE member was not in [a] pay status for each and every payroll period in the fiscal year, service for that fiscal year shall be credited pro rata, calculated as follows:

1. [(i)] 1 year's service credit, multiplied by
2. [(ii)] a fraction, the numerator of which [shall be] IS the number of payroll periods in the [Fiscal] FISCAL year [such] THAT THE member was in [a] pay status, and the denominator of which [shall be] IS the total number of payroll periods in the fiscal year for [such] THAT member's job classification.

(III) JOB REQUIRING 500-1,000 HOURS PER YEAR.

(A) Any Class C member employed by the City in a job classification [which] THAT requires not less than 500 nor more than 1,000 hours of work in a fiscal year shall receive credit for 1/2 of a year of service, [provided such] IF THAT member was in [a] pay status for each and every payroll period in the fiscal year.

(B) If [such] THE member was not in [a] pay status for each and every payroll period in the fiscal

year, service for that fiscal year shall be credited pro rata, calculated as follows:

1. [(i)] ♦ [of a] year♦s service credit, multiplied by
2. [(ii)] a fraction, the numerator of which [shall be] IS the number of payroll periods in the fiscal year [such] THAT THE member was in [a] pay status, and the denominator of which [shall be] IS the total number of payroll periods in the fiscal year for [such] THAT member♦s job classification.

(IV) JOB REQUIRING LESS THAN 500 HOURS PER YEAR.

Any Class C member employed by the City in a job classification [which] THAT requires less THAN 500 hours of work in a fiscal year [shall] IS not [be] eligible to receive any service credit for [any such] THAT employment. However, [such] THE member [shall be] IS considered [as] an active Class C member.

(2) [(3)(B)] TERMINATION ON OR AFTER MAY 1, 1996.

(I) IN GENERAL.

For [any] A Class C member who terminates employment on or after May 1, 1996, all service in a fiscal year after the date of becoming a Class C member shall be credited as [follows:] PROVIDED IN THIS PARAGRAPH.

(II) JOB REQUIRING MORE THAN 1,000 HOURS PER YEAR.

(A) [Any] A Class C member WHO IS employed by the City in a job classification that requires more than 1,000 hours of work in a fiscal year shall receive credit for 1 year of service.

(B) [Notwithstanding anything herein to the contrary, if] IF, HOWEVER, during the 1st or final fiscal year of [a] THE member♦s service, the member was not in pay status for [each and] every payroll period in the fiscal year, or for any other fiscal year in which the member was out of pay status for 7 or more bi-weekly payroll periods (or an equivalent number of weekly or monthly payroll periods), service for that fiscal year shall be credited pro rata, calculated as follows:

1. [(i)] 1 year♦s service credit, multiplied by
2. [(ii)] a fraction, the numerator of which [shall be] IS the number of payroll periods in the fiscal year that the member was in pay status, and the denominator of which [shall be] IS the total number of payroll periods in the fiscal year for the member♦s job classification.

(III) JOB REQUIRING 500-1,000 HOURS PER YEAR.

(A) [Any] A Class C member WHO IS employed by the City in a job classification that requires not less than 500 nor more than 1,000 hours of work in a fiscal year shall receive credit for ♦ of a year of service.

(B) [Notwithstanding anything herein to the contrary, if] IF, HOWEVER, during the 1st or final fiscal

year of a member's service, the member was not in pay status for [each and] every payroll period in the fiscal year, or for any other fiscal year in which the member was out of pay status for 7 or more bi-weekly payroll periods (or an equivalent number of weekly or monthly payroll periods), service for that fiscal year shall be credited pro rata, calculated as follows:

1. [(i)] [of a] year's service credit, multiplied by
2. [(ii)] a fraction, the numerator of which [shall be] IS the number of payroll periods in the fiscal year that the member was in [a] pay status, and the denominator of which [shall be] IS the total number of payroll periods in the fiscal year for the member's job classification.

(IV) JOB REQUIRING LESS THAN 500 HOURS PER YEAR.

[Any] A Class C member WHO IS employed by the City in a job classification that requires less than 500 hours of work in a fiscal year [shall] IS not [be] eligible to receive any service credit for that employment. However, the member [shall] WILL be considered an active Class C member.

(V) PAY BASED ON LESS THAN 12-MONTH BASIS.

The service of a Class C member who is paid on other than a uniform, 12-month basis (e.g., a 10-month employee of the BALTIMORE City [Department of Education] PUBLIC SCHOOL SYSTEM) [shall] MAY not be pro rated under this [9(c)(3)(B)] PARAGRAPH because of the member's being out of pay status during the period that the member ordinarily would not be paid.

[(4) Notwithstanding anything to the contrary contained in 9 of this article, beginning July 1, 1985, any new employee who previously was employed by the HABC immediately becomes a member of the Employees' Retirement System on entering City employment, provided that:

- (a) such employee provided services under the reimbursable service contracts between the City and the HABC, within 1 year prior to becoming a City employee,
- (b) such transfer of employment to the City from the HABC contains no break in employment or interruption between the period of HABC employment and employment with the City,
- (c) such previous employment with HABC was for a period of at least 1 year at the time the employee becomes a City employee,
- (d) such employment with the City is in the nature of duties generally similar to that which the employee was performing with HABC immediately prior to his or her employment, and
- (e) the employee exercises the option to accept City employment immediately on the transfer to the City of duties that were previously performed by the HABC under the reimbursable service contract.]

[On becoming a member of the Employees' Retirement System, an employee who meets the requirements of subsection (c)(4)(a) through (c)(4)(e) of this section has the option, if he or she elects, subject to Internal Revenue service approval, within 120 days of that approval or within 120

days of becoming a City employee, whichever is later, to receive credit for service in the Employees Retirement System for all years, or any portion of a year with which the employee has been credited in the HABC retirement plan. To receive this credit, the employee and, if necessary, HABC must contribute an amount to the Employees Retirement System equal to the past service liability (actuarial liability) that the City would have contributed for that past service if the employee had been an employee of the City for the number of years purchased. The past service liability will be calculated by the City's actuary using the same methods and assumptions used to fund the Employees Retirement System of Baltimore City. An employee who elects this option is not subject to the provisions of 9(a) and 9(c) of this article as they pertain to the receipt by the member of HABC retirement plan benefits. To receive this credit, the funds must be paid to the Employees Retirement System within 30 days after the election of the option.]

[If a member elects to buy back his or her HABC retirement service credit as described above, and then dies or leaves City employment for any reason with or without any vested benefit to the member or member's beneficiary under this subtitle, then he or she or his or her beneficiary is entitled to receive in lieu of any other benefit under the Employees Retirement System, the original HABC vested account balance contributed by the member into this system, plus interest at the rate of 5%, in the form of a lump sum.]

(3) [(5)] Additional opportunity to purchase credit for service [for Baltimore City employment] WITH CITY.

(i) PRIOR CITY SERVICE.

A Class C member is entitled to purchase service credit for any CITY employment [or membership service earned by regular and permanent employment with the City of Baltimore,] regardless of retirement [or pension system] PLAN membership, as long as:

(A) the employment [or service] did not result in the member's being entitled to any current or future benefits for that employment [or service] in any other CITY retirement [or pension system] PLAN; and

(B) the Class C member pays to [the Employees Retirement] THIS System, by a single payment, an amount equal to:

1. the current salary of the employee in the year of purchase, multiplied by
2. the sum of the employer rate for the normal cost and the employee contribution rate under 8 (d)(1) OF THIS SUBTITLE for the year of purchase, multiplied by
3. the number of years or part of a year being purchased.

(ii) 1ST YEAR OF CITY SERVICE.

In addition, [any] A Class C member is entitled to purchase service credit for the member's 1st year of service with the City [of Baltimore] under the same conditions as PROVIDED IN subparagraph (i) (B) of this paragraph [(5)].

(iii) LUMP-SUM OPTION.

If a member purchases service credit under this paragraph [(5)] and later dies or leaves City employment for any reason, with or without any vested benefit due to the member or the member's beneficiary under this subtitle, the member or the beneficiary is entitled to receive, in lieu of any other benefit under this System, a [lump sum] LUMP-SUM CASH PAYMENT equal to the total amount paid by the member for the purchase, plus interest at the rate of 5% per year through June 30, 2013, and, effective July 1, 2013, at a rate equal to regular interest (as defined in [1(9)(i)(b)] 1(9)(I)(B) of this subtitle).

[(6) Additional service credit.]

[(i) Notwithstanding anything to the contrary, any Class C member who was an employee of the City of Baltimore on January 1, 1996, and who separates from service with the City on or after January 1, 1996, and on or before December 31, 1996, shall receive:

1. additional years of service credit equal to the greatest of:

A. 1 year;

C. 1/6 of the number of years of existing service credit (rounding any part of an existing year to the next highest year) that the eligible member has acquired as of the date of separation from City employment; or

D. 1/40 of the member's compensable leave days. For purposes of this 9(c)(6)(i)1.C., compensable leave days shall be the total of vacation, personal leave, and ? of the number of sick leave days that the member has accumulated as of May 1, 1996, or, if earlier, the effective date of the member's separation from service. For purposes of calculating compensable leave days only, employees of the Baltimore City Police Department who were hired prior to July 1, 1973, and who, under Baltimore City Police Department personnel policies, do not accumulate sick leave days shall be deemed to have accumulated 6 sick leave days for each year of employment with the Police Department as of May 1, 1996. Compensable leave days shall not include accumulated vacation and personal leave cashable on other than a 1-for-1 basis, K-days, compensatory time, or any other leave not enumerated in the above definition. The Department of Finance shall provide to the Retirement System a report showing, for each member who is an employee of the City of Baltimore, his or her accumulated balance of compensable leave days as defined herein as of May 1, 1996, or, if earlier, the effective date of the member's separation from service; and

2. for a member whose retirement is effective on or after May 1, 1996, and on or before July 31, 1996:

A. an additional retirement benefit equal to 5% of the member's total retirement benefit, after crediting the additional years of service granted under subparagraph (i)1. of this paragraph, payable in the same manner as the member's total retirement benefit:

B. the same post-retirement benefit increase that is payable as of January 1, 1997, to other eligible retirees and beneficiaries, notwithstanding any waiting period otherwise required under this subtitle

for eligibility; and

C. payment of his or her retirement benefits beginning as of the member's date of retirement, even if, notwithstanding the normal 30-day waiting period required by this subtitle for benefits, the date of retirement is less than 30 days after the date of application.]

[(ii) Notwithstanding anything to the contrary, any Class C member who was an employee of the City of Baltimore on June 30, 1995, and who on or after July 1, 1995, and on or before December 31, 1995, was removed from his or her regular permanent position with the City without fault (within the meaning of § 9(f)(3) of this subtitle), shall receive additional service credit calculated under §§9(c)(6)(i)1.A. and B., but without regard to § 9(c)(6)(i)1.C. or 2. above.]

[(iii) The additional service credits and benefits granted under this § 9(c)(6) shall not be applicable to Class C members who are terminated for cause as defined by Civil service Rule 56.]

[(iv) Any Class C member who receives additional service credit upon separation from City employment under this § 9(c)(6), and, in addition, is eligible for and elects to receive an early retirement under § 9(f)(2) effective on or after May 1, 1996, and on or before December 31, 1996, shall only have § of the otherwise applicable early commencement reduction under § 9(f)(2) applied to the portion of his or her benefit attributable to the additional service credit granted under this §§9(c)(6).]

[(v) The additional service credit granted under this § 9(c)(6) shall be added to the service credit that the member has acquired at the date of separation, and the new total service credit shall be used to determine all other benefit and service eligibility under this subtitle as if the new total were the member's service credit at the time of separation. For purposes of this § 9(c)(6), the date of separation of service shall be the date of cut-off as shown on the member's cut-off notice.]

[(vi) Should a Class C member who has been separated from service and who has received additional service credits and benefits under this § 9(c)(6) return to City employment, the additional service credits and benefits granted under this §§9(c)(6) shall be forfeited and voided and the member's previous service credit and applicable benefits as of the member's date of separation and prior to the inclusion of any additional service credit or benefit shall be restored to full force and effect.]

[(vii) All additional benefit payments provided herein shall be prospective from the effective date of this § 9(c)(6) or the member's date of retirement, whichever is later.]

[(viii) The additional service credit granted under this § 9(c)(6) shall provide credit toward benefits in the Employees' Retirement System only and shall not be transferable to any other retirement or pension system.]

[(ix) To the extent any additional benefit provided to any member by this § 9(c)(6) constitutes a discriminatory benefit under regulations applicable to governmental plans issued by the Secretary of the Treasury under Internal Revenue Code §§401(A)(4) (when such regulations are effective), such additional benefit for any member shall be null and void.]

(4) TRANSFER OF SERVICE.

(I) ELIGIBILITY.

A CLASS C MEMBER WHO SATISFIES THE APPLICABLE REQUIREMENTS OF THE STATE PERSONNEL AND PENSIONS ARTICLE MAY TRANSFER SERVICE FROM A STATE OR LOCAL RETIREMENT OR PENSION SYSTEM WITHIN MARYLAND.

(II) SERVICE CREDIT.

THE SERVICE SO TRANSFERRED WILL BE CREDITED AS SERVICE UNDER THIS SYSTEM.

(d) Military personnel ♦ [Benefits, membership, and] CREDIT FOR MILITARY service [credit] during CITY employment.

(1) DEFINITIONS.

(I) IN GENERAL.

IN THIS SUBSECTION, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(II) MILITARY SERVICE.

(A) IN GENERAL.

♦MILITARY SERVICE♦ MEANS ANY:

1. ♦SERVICE IN THE UNIFORMED SERVICES♦, AS DEFINED BY AND INTERPRETED UNDER 38 U.S.C. ♦ 4303(13); OR
2. ♦MILITARY SERVICE♦, AS DEFINED BY AND INTERPRETED UNDER STATE PERSONNEL AND PENSIONS ARTICLE ♦ 38-101(D).

(B) INCLUSIONS.

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

(III) USERRA.

◆USERRA◆ MEANS THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994, 38 U.S.C. ◆◆ 4301-4344, AS AMENDED.

(2) [(1)] Scope of subsection.

This subsection applies only to a member of this [system] SYSTEM who:

(i) on account of military service, [as defined in paragraph (6) of this subsection,] is on [unpaid] leave of absence from [paid] City employment;

(ii) [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] IS ELIGIBLE FOR REEMPLOYMENT WITH THE CITY UNDER USERRA;

(iii) [does not take any employment, other than employment described in item (ii) 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] IS REEMPLOYED BY THE CITY AS AN EMPLOYEE; and

(iv) applies for service credit with [the system] THIS SYSTEM.

[(2) 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)(ii) of this subsection retains the status and rights as a member during a period of absence from employment for military service.]

(3) Service credit.

(I) PERIOD COVERED.

A member of this [system] SYSTEM shall receive service credit for [a] THE period of absence [from employment] while in military service [if: (i) the reemployment of the member under paragraph (1)(ii) of this section is paid employment; and (ii)◆membership in this system is a requirement of that employment] AS THOUGH HE OR SHE REMAINED CONTINUOUSLY EMPLOYED AS AN EMPLOYEE.

(II) USERRA-REQUIRED INCLUSION.

TO THE EXTENT REQUIRED BY USERRA, THIS SERVICE CREDIT SHALL INCLUDE THE PERIOD, IF ANY, BETWEEN THE DATE THE MEMBER COMPLETES MILITARY SERVICE AND THE DATE OF REEMPLOYMENT.

(4) Transfer of service credit.

A member of this [system] SYSTEM who receives service credit for military service under this

subsection may transfer the credit to another [state] STATE or local retirement or pension system WITHIN MARYLAND.

(5) Benefits prohibited during absence.

A member of this [system] SYSTEM, the member's beneficiary, or the member's estate is not entitled to line-of-duty disability benefits or line-of-duty death benefits arising from the member's death or disability during a period that the member is absent from employment for military service.

[(6) Military service defined.]

[(i) In this subsection, military service means any:

(A) service in the uniformed services, as defined by and interpreted under 38 U.S.C. 4303(13);
or

(B) military service, as defined by and interpreted under State Personnel and Pension Article 38-101(d);]

[(ii) Military service includes active duty, active duty for training, initial active duty for training, and inactive duty training (such as drills), under competent authority, on a voluntary or involuntary basis, in the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service Commissioned Corps, the Army National Guard, the Air National Guard, the Maryland National Guard, as well as the reserve components of each of these services, and any other category of persons designated by the President or the Governor of the State of Maryland in time of war or national or state emergency.]

(6) [(7) Member] CITY FUNDING OF MEMBER contributions.

(i) IN GENERAL.

Except as otherwise provided in subparagraph (ii) of this paragraph, a member of this System who is reemployed under paragraph [(1)(ii)] (2) of this subsection shall be credited with, at the City's sole expense, the contributions that the member otherwise would have made under 8(d)(1) OF THIS SUBTITLE had the member not been absent, plus regular interest (as defined in 1(9)(i)(B) of this subtitle) on those contributions.

(ii) EXCEPTION FOR TERMINATION BEFORE ELIGIBLE FOR BENEFIT.

(A) If a member terminates City employment, other than by reason of death, before becoming eligible for a retirement benefit or FOR a deferred vested pension benefit under this [9] SECTION, the member is not entitled to receive any part of the contributions made on his or her behalf under subparagraph (i) of this paragraph [(7)].

(B) However, the contributions made on behalf of a member will be used to fund a retirement benefit or a deferred vested pension benefit payable to the member under this [9] SECTION.

(C) In addition, the contributions made on behalf of a member:

1. will be used to fund a periodic death benefit payable to the member's beneficiary under this [9] SECTION or[,];

2. if the member's beneficiary is entitled to receive a [lump sum] LUMP-SUM death benefit under this [9] SECTION, will be paid to the beneficiary.

(iii) REFUNDS.

The Board of [trustees] TRUSTEES shall refund to a member any contributions made to this System during a period of absence from employment for military service while the member is otherwise exempted under this paragraph [(7)] from paying contributions into [the] THIS System.

[(8) Rules and regulations.]

[The Board of Trustees may adopt rules and regulations to carry out this subsection.]

(d-1) Military personnel ♦ Credit for military service [prior to] BEFORE employment.

(1) ELIGIBILITY REQUIREMENTS.

[Notwithstanding] SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, BUT NOTWITHSTANDING any other provision of this subtitle, [upon] ON proper application to [the retirement system] THIS SYSTEM, up to 3 years of credit shall be granted for military service, as defined in [9(d)(1)] SUBSECTION (D) of this [subtitle] SECTION, to any Class C member who has served in the military prior to employment with the City[, provided:] AND WHO SATISFIES ONE OF THE FOLLOWING:

(i) [if the] FOR A member WHO terminates employment on or before June 28, 1993, the member:

(A) has acquired at least 10 years of service (DISREGARDING THE MILITARY SERVICE CREDIT) and has attained at least age 65[,]; or

(B) [the member] has acquired 35 years of service[,] (DISREGARDING THE MILITARY SERVICE CREDIT) and has attained at least age 62;

(ii) [if the] FOR A member WHO terminates employment on or after June 29, 1993, and on or before December 31, 1995, the member:

(A) has acquired at least 10 years of service (DISREGARDING THE MILITARY SERVICE CREDIT) and has attained at least age 62[,]; or

(B) [the member] has acquired 30 or more years of service (DISREGARDING THE MILITARY SERVICE CREDIT), regardless of age; OR

(iii) [if the] FOR A member WHO terminates employment on or after January 1, 1996, the member:

(A) has acquired at least 10 years of service (DISREGARDING THE MILITARY SERVICE CREDIT) and has attained at least age 62[.]; or

(B) [the member] has acquired 20 or more years of service (DISREGARDING THE MILITARY SERVICE CREDIT), regardless of age.

(2) EXCLUSION FOR PERIOD CREDITED UNDER ANOTHER SYSTEM.

(I) [However, a] EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE member may not [be awarded] RECEIVE credit FOR A PERIOD OF MILITARY SERVICE if [he], UNDER ANY OTHER RETIREMENT SYSTEM (WHETHER A CITY RETIREMENT PLAN OR OTHERWISE), THE MEMBER has received credit for [a] THE SAME period of military service [under another retirement system,] for which retirement benefits have been or will be received by him [.] OR HER.

(II) [however, this] THE exclusion IN SUBPARAGRAPH (I) OF THIS PARAGRAPH does not apply to:

(A) any [such] credit FOR MILITARY SERVICE provided [through Federal Old-Age and Survivors Insurance (Social Security),] BY THE FEDERAL SOCIAL SECURITY SYSTEM; or

(B) [to] any [benefits] BENEFIT provided under [Title 3 or] Title 10, Chapter [67, §§ 1331 through 1337] 1223, § 12731 THROUGH § 12741 of the U.S. Code.

[In addition, the military service credit herein provided 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.]

[(3) 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.]

[(e) Service retirement benefits.]

(D-2) SERVICE RETIREMENT BENEFITS.

(1) TYPES.

THE FOLLOWING TYPES OF SERVICE RETIREMENT BENEFITS ARE AVAILABLE TO A CLASS C MEMBER UNDER THIS SYSTEM:

(I) NORMAL RETIREMENT BENEFITS, AS DESCRIBED IN SUBSECTION (E) OF THIS SECTION;

(II) EARLY RETIREMENT BENEFITS, AS DESCRIBED IN SUBSECTION (F) OF THIS SECTION; AND

(III) DEFERRED VESTED PENSION BENEFITS, AS DESCRIBED IN SUBSECTION (L) OF THIS SECTION.

(2) APPLICATION AND FILING PERIOD.

[Any] A Class C member in service may retire [upon his written] UNDER SUBSECTION (E), (F), OR (L) OF THIS SECTION IF:

(I) THE MEMBER FILES THE APPROPRIATE application [to] WITH the Board of Trustees [setting forth at what time], IN THE FORM AND CONTAINING THE INFORMATION THAT THE BOARD REQUIRES;

(II) THE MEMBER SPECIFIES ON THE FORM THE DATE ON WHICH THE MEMBER DESIRES HIS OR HER BENEFITS TO COMMENCE;

(III) THE DATE SO SPECIFIED IS not less than 30 days nor more than 90 days [subsequent to the execution and] AFTER THE DATE OF filing [thereof, he desires to be retired, provided that the said] THE APPLICATION; AND

(IV) AS OF THE DATE SO SPECIFIED, THE member [at the time so specified for his retirement shall] WILL have complied with the applicable [provisions] CONDITIONS of the retirement benefit applied for.

(E) NORMAL RETIREMENT.

[(3) Offset to normal retirement benefit.]

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

(6) Normal retirement for Class C member who was an employee on or after April 1, 2001.

(I) ELIGIBILITY REQUIREMENTS.

[Notwithstanding anything to the contrary, any Class C member who has acquired at least 5 years of service at the normal retirement date, age 65, has a nonforfeitable right to receive a maximum pension commencing at the normal retirement date, age 65, or an optional pension as provided in §9(m), which is the actuarial equivalent of the maximum pension. In addition, any Class C member who has not attained the normal retirement age 65, but who has acquired 30 years or more of service, regardless of age, is entitled to receive a maximum or optional pension calculated as if the member had attained his or her normal retirement date, age 65. The maximum pension is equal to: (a) 1.60% of the member's average final compensation, plus 0.25% of the member's average final compensation in excess of his or her covered compensation, multiplied by his or her years of service (and fractions of those years of service) not in excess of 30, plus (b) 1.85% of the member's average final compensation multiplied by his or her years of service (and fractions of those years of service) in excess of 30. The benefit provided by this §9(e)(6) is subject to the offset set forth in

◆◆9(e)(3) above.]

NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, A CLASS C MEMBER IS ENTITLED TO RECEIVE A NORMAL RETIREMENT BENEFIT, CALCULATED AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, IF THE MEMBER RETIRES:

(A) AT OR AFTER AGE 65, WITH AT LEAST 5 YEARS OF SERVICE; OR

(B) REGARDLESS OF AGE, WITH AT LEAST 30 YEARS OF SERVICE.

(II) BENEFIT CALCULATION.

THE NORMAL RETIREMENT BENEFIT IS EQUAL TO:

(A) 1.60% OF THE MEMBER'S AVERAGE FINAL COMPENSATION, PLUS 0.25% OF THE MEMBER'S AVERAGE FINAL COMPENSATION IN EXCESS OF HIS OR HER COVERED COMPENSATION, MULTIPLIED BY HIS OR HER YEARS OF SERVICE (AND FRACTIONS OF THOSE YEARS OF SERVICE), NOT IN EXCESS OF 30, PLUS

(B) 1.85% OF THE MEMBER'S AVERAGE FINAL COMPENSATION MULTIPLIED BY HIS OR HER YEARS OF SERVICE (AND FRACTIONS OF THOSE YEARS OF SERVICE) IN EXCESS OF 30.

(III) PAYMENT.

PAYMENT OF THE BENEFIT COMMENCES ON THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MEMBER'S RETIREMENT.

(f) Early retirement.

(1) IN GENERAL.

[Any Class C member who has acquired 30 years of service and who terminates employment with the City on or before June 28, 1993, or any Class C member or who has attained age 55 and has acquired 5 years of service, shall have a nonforfeitable right to receive a maximum pension commencing at the normal retirement date of age 65, calculated in accordance with the following rules: (i) The pension shall be determined under ◆ 9(e) based on the member's average final compensation and years of service (and fractions thereof) as of the date he ceased being an employee. (ii) The offset of the Primary Social Security Benefit will be calculated on the assumption that the member would have continued to receive until his normal retirement date, age 65, compensation at the rate in effect at the time of his retirement.]

(I) ELIGIBILITY REQUIREMENTS.

A CLASS C MEMBER IS ENTITLED TO RECEIVE AN EARLY RETIREMENT BENEFIT, CALCULATED AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, IF THE MEMBER TERMINATES EMPLOYMENT WITH THE CITY:

- (A) ON OR BEFORE JUNE 28, 1993, WITH AT LEAST 30 YEARS OF SERVICE; OR
- (B) AT ANY TIME, AT OR AFTER AGE 55, WITH AT LEAST 5 YEARS OF SERVICE.

(II) BENEFIT CALCULATION.

THE EARLY RETIREMENT BENEFIT SHALL BE DETERMINED AS PROVIDED IN SUBSECTION (E)(6)(II) OF THIS SECTION BASED ON THE MEMBER'S AVERAGE FINAL COMPENSATION AND YEARS OF SERVICE (AND FRACTIONS OF THOSE YEARS OF SERVICE) AS OF THE DATE THE MEMBER TERMINATES EMPLOYMENT.

(III) PAYMENT.

EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, PAYMENT OF THE BENEFIT COMMENCES ON THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MEMBER'S 65TH BIRTHDAY.

(2) REDUCTION FOR EARLY COMMENCEMENT.

If [such] A member [as] described in [subsection (f)(1) above] PARAGRAPH (1) OF THIS SUBSECTION elects to have his OR HER [maximum or optional pension] EARLY RETIREMENT BENEFIT commence [prior to normal retirement date, age 65] BEFORE THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING HIS OR HER 65TH BIRTHDAY, the amount of [said maximum or optional pension] THE BENEFIT shall be [permanently] reduced as follows:

....

- (ii) Less than 30 years of service and employed on or after July 1, 1987.

If a member who was an employee on or after July 1, 1987, has less than 30 years of service as of [the date he ceased being an employee] HIS OR HER TERMINATION OF EMPLOYMENT DATE AND ELECTS TO HAVE HIS OR HER PENSION COMMENCE BEFORE THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING HIS OR HER 65TH BIRTHDAY, the amount of his OR HER [pension] BENEFIT shall be reduced by:

(A) 1/180 for each of the first 60 months (or fraction [thereof] OF A MONTH) by which [the] commencement of [his] THE MEMBER'S pension precedes [his normal retirement date] THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING HIS OR HER 65TH BIRTHDAY[.]; and [by]

(B) 1/360 for each additional month (or fraction [thereof] OF A MONTH) by which [the] commencement of [his] THE MEMBER'S pension precedes [his normal retirement date] THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING HIS OR HER 65TH BIRTHDAY.

(3) Retirement on account of job removal.

- (ii) Job [Removal Retirement Benefit] REMOVAL RETIREMENT BENEFIT.

[Should any] A CLASS C member [appointed for a fixed term set by law not be reappointed either

voluntarily or involuntarily, after acquiring] WHO SATISFIES THE REQUIREMENTS OF SUBPARAGRAPH (I) OF THIS PARAGRAPH BEFORE AGE 65 AND WITH AT LEAST 20 years of service[, or should a Class C member be removed from a regular permanent position of the City without fault on his or her part after the acquisition of 20 years of service (30 years of service if removed before July 1, 1987), prior to attaining the age of 65, such member shall be] IS entitled to receive a retirement benefit based on [the] HIS OR HER actual years of service credit and equal to the [pension] BENEFIT the member would receive if he or she had [already] attained [the] age [of] 65 [, the normal retirement age]. [The] ACCORDINGLY, THE reduction [contained] DESCRIBED in paragraph (2) [shall] OF THIS SUBSECTION DOES not apply.

[(iii) Preemployment military service credit.]

[Effective June 24, 1990, any preemployment military service credit claim shall be subject to the conditions contained in ♦ 9(d)(2) of this subtitle, except the military service credit claim shall not be subject to the age 65 requirement contained in ♦ 9(d)(2). However, any benefit for which the member could be eligible shall be determined before the military service credit provided for herein is added to the service credit acquired by the member.]

[(iv) Special effective date.]

[Effective December 2, 1991, the provisions of the above paragraph shall apply to any member who retired under ♦ 9(f)(3). Any increased benefits due to such a retired member shall be paid prospectively from the effective date of this ordinance. Furthermore, variable benefits, if any, paid to such a retired member shall not be changed as a result of this ordinance.]

[(4) Offset to early retirement benefit.]

[There shall be offset from any early retirement benefit payable the full amount of any benefit or payment currently payable on or after early retirement on account of unemployment compensation insurance under any Federal, State or City law, when the City either pays the cost of said benefit by means of the reimbursement method or the City♦s experience rate is affected as a result of the taxing method.]

[(g) Social Security Equalization Benefit ♦ early retirement.]

[A Class C member who is entitled to receive an early retirement benefit, commencing between the ages of 55 and 62, may elect to receive in lieu thereof an adjusted retirement benefit of equivalent actuarial value, payable in a greater amount during the period the Class C member is between the ages of 55 and 62, and a correspondingly reduced amount, actuarially determined, after the attainment of age 62, so that the retiree♦s total income (including both the adjusted retirement benefit payable herein and the Social Security Benefit to which the Class C member shall be entitled to receive at age 62) shall be as nearly uniform as possible both before and after the commencement of said Social Security Benefits.]

[(h) Postponed retirement.]

[A Class C member who continues in the employment of the City beyond the normal retirement date

of age 65 shall be deemed to be on postponed retirement. If a member is on postponed retirement, such member will continue to be a member until the mandatory retirement age of 70 as provided in [§ 3\(f\)](#). However, if the member is an elected or appointed official, whose term is fixed by law, he may remain in service as a member until he is not reelected or reappointed. Upon retirement, such member shall be entitled to receive the maximum pension as provided in [§ 9\(e\)](#) commencing on his actual retirement date based on his service and his average final compensation as of the date of his actual retirement, his Primary Social Security Benefit at age 65, and subject to the offset provisions of normal retirement contained in [§ 9\(e\)](#).]

(i) Non-line-of-duty disability retirement benefit.

(1) Eligibility requirements.

A Class C member [shall be retired] IS ENTITLED TO RETIRE on a non-line-of-duty disability retirement if:

(i) the member has acquired at least 5 years of service, as determined by the Board of Trustees; and

(ii) a hearing examiner determines that:

(A) the member is mentally or physically incapacitated [for] FROM the further performance of the duties of her or his job classification [in the employ of the City,]; and

(B) the incapacity is likely to be permanent.

(2) Application and filing deadline.

To retire under this subsection, the member must:

(i) [apply to the Board of Trustees, on a] COMPLETE THE APPROPRIATE APPLICATION, IN THE form [approved by the Board] AND CONTAINING THE INFORMATION REQUIRED BY SUBSECTION (P)(4) OF THIS SECTION; and

(ii) submit the application to the Board no later than 1 year following the member's last day of City employment.

(3) Effective date of [non-line-of-duty disability] retirement.

A non-line-of-duty disability retirement [under this subsection] takes effect as follows:

(i) if the member applied for disability retirement before terminating City employment, the retirement is effective as of the [first] 1ST day OF THE MONTH IMMEDIATELY following the member's last day of [city] CITY employment; and

(ii) if the member applied for disability retirement after terminating City employment, the retirement is effective [30 days] AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING

THE 30TH DAY after the date on which the Board received a completed application.

(4) [Non-line-of-duty disability allowance for] BENEFIT ♦ [retirement] RETIREMENT on or before October 15, 1992.

.....

(5) [Allowance on non-line-of-duty disability] BENEFIT ♦ [retirement] RETIREMENT ON OR AFTER OCTOBER 16, 1992.

[(A) Upon] ON retirement [for non-line-of-duty disability] on or after October 16, 1992, [a] THE CLASS C member is entitled to receive a [maximum] pension [that is] equal to the greater of:

(i) the member♦s accrued service retirement benefit, [as determined in accordance with ♦ 9(e)] CALCULATED AS PROVIDED IN SUBSECTION (E)(6)(II) OF THIS SECTION; or

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

(j) Line-of-duty disability retirement benefit.

(1) Eligibility requirements.

A Class C member [shall be retired] IS ENTITLED TO RETIRE on a line-of-duty disability retirement if a hearing examiner determines that:

(i) the member is permanently incapacitated [for] FROM the further performance of the duties of his or her CITY job classification [in the employ of the City] due to [one] 1 or more of the impairments [listed] DESCRIBED in [the schedule provided in] PARAGRAPH (5) OF this subsection; and

(ii) the [member sustained the scheduled] MEMBER♦S impairment:

(A) IS, [as the direct result of bodily injury through an accident] independent of all other causes and independent of any preexisting physical or medical conditions, WHETHER job-related or otherwise, [occurring] THE DIRECT RESULT OF BODILY INJURY ARISING THROUGH AN ACCIDENT; AND

(B) THE ACCIDENT OCCURRED:

1. while THE MEMBER WAS in the actual performance of [duty with the City] HIS OR HER CITY DUTIES at [a] SOME definite time and place[.]; AND

2. without willful negligence on the MEMBER♦S part [of the member].

(2) Application and filing deadline.

To retire under this subsection, the member must:

(i) [apply to the Board of Trustees, on a] COMPLETE THE APPROPRIATE APPLICATION, IN THE form [approved by the Board] AND CONTAINING THE INFORMATION REQUIRED BY

SUBSECTION (P)(4) OF THIS SECTION; and

(ii) submit the application to the Board:

(A) no later than 1 year following the member's last day of City employment; and

(B) within 5 years of the date of the accident resulting in the member's impairment.

(3) Effective date of [line-of-duty disability] retirement.

A line-of-duty disability retirement [under this subsection] takes effect as follows:

(i) if the member applied for disability retirement before terminating City employment, the retirement is effective as of the [first] 1ST day OF THE MONTH IMMEDIATELY following the member's last day of [city] CITY employment; and

(ii) if the member applied for disability retirement after terminating City employment, the retirement is effective [30 days] AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE 30TH DAY after the date on which the Board received a completed application.

(4) [Allowance on line-of-duty disability] BENEFIT ON retirement.

(i) [Upon] ON retirement [on line-of-duty disability], [a] THE Class C member is entitled to receive a [maximum] pension [benefit in an amount] equal to 66% of the member's average final compensation.

(ii) [Notwithstanding anything to the contrary, if] IF a Class C member is not eligible for line-of-duty disability benefits solely because the degree of impairment [did] DOES not meet the [standards listed in the schedule below] CONDITIONS OF PARAGRAPH (5) OF THIS SUBSECTION, [the member is eligible] A NON-LINE-OF-DUTY BENEFIT WILL BE PAID UNDER SUBSECTION (I) OF THIS SECTION, regardless of THE MEMBER'S years of service, AS LONG AS THE MEMBER OTHERWISE QUALIFIES for non-line-of-duty disability retirement [subject to all other conditions for non-line-of-duty disability retirement] UNDER THAT SUBSECTION.

(5) Disability loss requirements.

(i) AWARDS ON OR BEFORE MARCH 31, 2001.

[For] THE AWARD OF A line-of-duty disability retirement [benefits awarded] BENEFIT on or before March 31, 2001, REQUIRES:

(A) a 75% OR MORE anatomical loss of the use of any 1 OF THE IMPAIRED ITEMS LISTED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH; or

(B) a 50% or more anatomical loss OF THE USE of each of 2 or more of the [impairments] IMPAIRED ITEMS listed in subparagraph (iii) OF THIS PARAGRAPH.

(ii) AWARDS ON OR AFTER APRIL 1, 2001.

[For] THE AWARD OF A line-of-duty disability retirement [benefits awarded] BENEFIT on or after April 1, 2001, REQUIRES:

(A) a 50% OR MORE anatomical loss of the use of any 1 OF THE IMPAIRED ITEMS LISTED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH; or

(B) a 25% or more anatomical loss of THE USE OF each of 2 or more of the [impairments] IMPAIRED ITEMS listed in subparagraph (iii) OF THIS PARAGRAPH.

(iii) SCHEDULE OF IMPAIRED ITEMS.

THE SCHEDULE [Schedule] of [impairments] IMPAIRED ITEMS IS AS FOLLOWS:

...

(11) [mentally incapacitated whereby] MENTAL INCAPACITATION FOR WHICH a member [applies for and is] HAS BEEN granted a disability benefit under the [Federal Old-Age Survivor \diamond s and Disability Insurance Act] FEDERAL SOCIAL SECURITY SYSTEM.

(k) Dismemberment disability retirement benefits.

(1) Eligibility requirements.

A Class C member [shall be retired] IS ENTITLED TO RETIRE on a dismemberment disability retirement if a hearing examiner determines that:

(i) the member sustained any 1 of the losses listed in [the schedule provided in] PARAGRAPH (5) OF this subsection; [and]

(ii) the member sustained the [scheduled] loss, INDEPENDENT OF ALL OTHER CAUSES, as the direct result of bodily injury arising through an accident [independent of all other causes occurring while in the actual performance of duty with the City at a definite time and place, without willful negligence on the part of the member]; and

(iii) the accident occurred:

(A) WHILE THE MEMBER WAS IN THE ACTUAL PERFORMANCE OF HIS OR HER CITY DUTIES AT SOME DEFINITE TIME AND PLACE;

(B) WITHOUT WILLFUL NEGLIGENCE ON THE MEMBER \diamond S PART; AND

(C) not more than 180 days before the loss was sustained.

(2) Application and filing deadline.

To retire under this subsection, the member must:

(i) [apply to the Board of Trustees, on a] COMPLETE THE APPROPRIATE APPLICATION, IN THE form [approved by the Board] AND CONTAINING THE INFORMATION REQUIRED BY SUBSECTION (P)(4) OF THIS SECTION; and

(ii) submit the application to the Board:

(A) no later than 1 year following the member's last day of City employment; and

(B) within 5 years of the date of the accident resulting in the member's loss.

(3) Effective date of [dismemberment disability] retirement.

A dismemberment disability retirement [under this subsection] takes effect as follows:

(i) if the member applied for disability retirement before terminating City employment, the retirement is effective as of the [first] 1ST day OF THE MONTH IMMEDIATELY following the member's last day of [city] CITY employment; and

(ii) if the member applied for disability retirement after terminating City employment, the retirement is effective [30 days] AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE 30TH DAY after the date on which the Board received a completed application.

(4) [Allowance on dismemberment disability] BENEFIT ON retirement.

[Upon] ON retirement [on dismemberment disability], [a] THE Class C member is entitled to receive a [maximum] pension [benefit in an amount] equal to 100% of the member's average final compensation. [Not] IN NO EVENT, HOWEVER, WILL more than 100% of average final compensation [will] be paid for all losses sustained by a member as the result of any one accident.

(6) Definitions.

(ii) With respect to [eyes, loss of] sight of 1 eye, LOSS means central visual acuity of 20/200 or less in 1 eye with the use of correcting lenses, or visual acuity of greater than 20/200 if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees.

(iii) WITH RESPECT TO [Loss of] sight of both eyes, LOSS means central acuity of 20/200 or less in the better eye with the use of correcting lenses, or visual acuity greater than 20/200 if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees.

(l) Deferred vested pension [benefits on termination of employment].

(1) ELIGIBILITY REQUIREMENTS.

(i) This paragraph (1) applies to any Class C member who [leaves City employ] TERMINATES

CITY EMPLOYMENT:

(A) [A.] before attaining age 55 and after acquiring 10 years of service; or

(B) [B.] after attaining age 55 and acquiring 5 years of service, but without having elected an immediate early retirement benefit under [♦ 9(f)] SUBSECTION (F) OF THIS SECTION.

(ii) A member described in subparagraph (i) of this paragraph [(1)] is entitled to receive, COMMENCING ON THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING HIS OR HER 65TH BIRTHDAY, a [maximum] deferred vested pension benefit [(payable in accordance with the provisions of normal retirement contained in ♦♦9(m) and subject to the offset provisions of normal retirement contained in ♦♦9(e)) to commence on the member♦s normal retirement date of age 65,] calculated in accordance with the following rules:

(A) [A.] The pension shall be [determined under] CALCULATED AS PROVIDED IN [♦ 9(e)] SUBSECTION (E)(6)(II) OF THIS SECTION based on the member♦s average final compensation and years of service (and fractions [thereof] OF YEARS OF SERVICE) as of the date the member [ceased being an employee] TERMINATED EMPLOYMENT.

[B. The offset of the Primary Social Security Benefit will be calculated on the assumption that the member would have continued to receive, until the member♦s normal retirement date of age 65, compensation at the rate in effect at the time the member ceased being an employee.]

(B) [C.] The member may elect to have payment of this benefit commence at any time after the member has attained age 55 AND BEFORE THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MEMBER♦S 65TH BIRTHDAY. IF THE MEMBER DOES SO:

1. [The] THE benefit shall be actuarially reduced in accordance with the same rules applicable [for] TO early retirement benefits under [♦ 9(f)(2), if its commencement precedes the member♦s normal retirement date.] SUBSECTION (F)(2) OF THIS SECTION; AND

2. [D. If] IF the member dies before [attaining age 65 and before] the DEFERRED VESTED benefit commences, then no benefits are payable[, with the exception of] EXCEPT FOR the return of the member♦s accumulated contributions, if any.

(2) EXCEPTION FOR JOB REMOVAL.

(i) This paragraph (2) applies to any Class C member[: A. whose regular permanent position with the City is eliminated] WHO, before attaining age 55 and after acquiring 5 years of service,[: or B. who was appointed for a fixed term and, either voluntarily or otherwise, was not reappointed before attaining age 55 and after acquiring 5 years of service] SATISFIES THE CONDITIONS SET FORTH IN SUBSECTION (F)(3)(I)(A) OF THIS SECTION.

(ii) A member described in subparagraph (i) of this paragraph (2) is entitled to RECEIVE, COMMENCING ON THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING HIS OR HER 65TH BIRTHDAY, a DEFERRED VESTED pension BENEFIT [payable in accordance with the provisions of ♦ 9(m) and subject to the offset provisions of normal retirement contained in ♦ 9(e) to

commence on the member's normal retirement date of age 65,] calculated [as follows:] IN ACCORDANCE WITH SUB-SUBPARAGRAPHS (A) AND (B) OF PARAGRAPH (1)(II) OF THIS SUBSECTION.

[A. The pension shall be determined under § 9(e) based on the member's average final compensation and years of service (and fractions thereof) as of the date the member ceased being an employee.]

[B. The offset of the Primary Social Security Benefit will be calculated on the assumption that the member would have continued to receive, until the member's normal retirement date of age 65, compensation at the rate in effect at the time the member ceased being an employee.]

[C. The member may elect to have payment of this benefit commence at any time after the member has attained age 55. The benefit shall be actuarially reduced in accordance with the same rules applicable for early retirement benefits under § 9(f)(2), if its commencement precedes the member's normal retirement date.]

[D. If the member dies before attaining age 65 and before the benefit commences, then no benefits are payable, with the exception of the return of the member's accumulated contributions, if any.]

(m) Method of payment.

(1) Maximum retirement allowance.

(I) IN GENERAL.

[(A) Any] A Class C member WHO IS eligible to receive a retirement [allowance] BENEFIT under this subtitle is entitled to receive, WITHOUT ACTUARIAL MODIFICATION, the FULL BENEFIT FOR WHICH SHE OR HE IS QUALIFIED, PAYABLE IN PERIODIC PAYMENTS DURING THE RETIRED MEMBER'S LIFETIME (THE § maximum [benefit without actuarial modification] RETIREMENT ALLOWANCE).

(II) RETIRED MEMBER'S DEATH § IN GENERAL.

[(B) On receipt of proper proof of death of a retired member] AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY AFTER THE DEATH OF A RETIRED MEMBER WHO IS receiving [the] THIS maximum [benefit, the Board of Trustees shall pay] RETIREMENT ALLOWANCE, THE FOLLOWING BENEFICIARIES ARE ENTITLED TO RECEIVE PERIODIC PAYMENTS IN an amount equal to 40% of the PERIODIC PAYMENT THAT THE retired [member's retirement allowance as of the date of the retired member's] MEMBER WAS RECEIVING AT THE TIME OF HER OR HIS death[, to one of the following beneficiaries]:

(A) [(i)] if the retired member is survived by a spouse to whom the retired member was married for at least 1 year immediately before the [retired] member's retirement date, the benefit shall be paid to the surviving spouse, to continue for [life] THE SPOUSE'S LIFETIME or until [remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or

(B) [(ii)] if there is no qualifying surviving spouse or if the surviving spouse [dies or] remarries BEFORE AGE 70 OR DIES, then the benefit shall be paid to the surviving spouse's minor children, in equal shares, to continue until the children are no longer [minor] MINORS, as defined in § 47(h) of this article.

(III) RETIRED MEMBER'S DEATH § SHARE OF MINOR CHILD WHO ATTAINS MAJORITY.

[(C)] For purposes OF SUBPARAGRAPH (II)(B) of this paragraph [(1)], when a retired member's child is no longer a minor and consequently ceases to receive benefits [under this paragraph (1)], each remaining minor child shall begin to receive, in addition to his or her existing benefit, an equal share of the benefit formerly paid to the other child. This process continues until the youngest child is no longer a minor.

(IV) RETIRED MEMBER'S DEATH § BEFORE CONTRIBUTIONS RECOVERED.

[(D)] If a retired member who [has elected] IS RECEIVING the maximum retirement allowance [under this paragraph (1)] dies before the member has received benefit payments in a sum equal to the amount of his or her accumulated contributions at the time of retirement, and if there is no surviving spouse or minor child entitled to receive benefits on the member's death, the difference between the amount of the deceased member's accumulated contributions and the sum of the benefit payments shall be paid [as a lump sum] IN THE FORM OF A LUMP-SUM CASH PAYMENT AS FOLLOWS:

(A) to the deceased member's designated beneficiary; or[,]

(B) if no beneficiary has been designated OR IF THE DESIGNATED BENEFICIARY PREDECEASES THE RETIRED MEMBER, to the deceased member's estate.

(2) [Elections for retirement allowance with actuarial modification] BENEFIT OPTIONS.

(I) [(A)] In general.

(A) Instead of the MAXIMUM RETIREMENT allowance provided for in paragraph (1) of this subsection, a Class C member who is entitled to receive a retirement [allowance] BENEFIT from this [system] SYSTEM may elect to receive [a lesser retirement allowance for life from among] THE BENEFIT IN THE FORM OF 1 OF the options set forth in subparagraphs [(B)] (II) through [(E)] (V) of this paragraph [(2)].

(B) A MEMBER WHO ELECTS TO RECEIVE 1 OF THESE OPTIONS WILL RECEIVE HIS OR HER BENEFIT IN THE FORM OF PERIODIC PAYMENTS DURING HER OR HIS LIFETIME.

(C) The [lesser optional retirement allowance that the retired member will receive] MEMBER'S BENEFIT SHALL BE IN AN AMOUNT THAT, when combined with the [optional] CORRESPONDING survivorship benefit [selected by the retired member] UNDER THE OPTION ELECTED, will equal the actuarial equivalent of the retired member's maximum retirement allowance, computed as of [the retired member's] HIS OR HER retirement date.

(II) [(B)] Reserve guarantee option.

(A) [(i) On the retired member♦s] AS SOON AS ADMINISTRATIVELY PRACTICABLE AFTER THE death OF A RETIRED MEMBER WHO ELECTED THIS RESERVE GUARANTEE OPTION, the balance of the retired member♦s actuarial reserve at the time of retirement, after deducting the total amount of [periodical] PERIODIC payments received by the retired member during his or her [life] LIFETIME, [will] SHALL be [payable as] PAID IN THE FORM OF a [lump sum] LUMP-SUM CASH PAYMENT AS FOLLOWS:

1. to the retired member♦s designated beneficiary; or
2. if [there is] no [designated] beneficiary HAS BEEN DESIGNATED or if the designated beneficiary predeceases the retired member, to the retired member♦s estate.

(B) [(ii) A member [selecting this reserve guarantee] WHO ELECTS THIS option may change his or her designated beneficiary at any time throughout THE MEMBER♦S retirement.

(III) [(C) Joint and survivor options] JOINT-AND-SURVIVOR OPTION.

(A) [(i) On the retired member♦s] AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY AFTER THE death OF A RETIRED MEMBER WHO ELECTED THIS JOINT-AND-SURVIVOR OPTION, the member♦s designated beneficiary [will] IS ENTITLED TO receive [a lifetime benefit of either] PERIODIC PAYMENTS DURING THE BENEFICIARY♦S LIFETIME IN EITHER OF THE FOLLOWING AMOUNTS, as elected by the member:

1. 100% of the [periodical allowance] PERIODIC PAYMENT THAT the retired member was receiving at the time of HIS OR HER death; or
2. 50% of the [periodical allowance] PERIODIC PAYMENT THAT the retired member was receiving at the time of HIS OR HER death.

(B) [(ii) Within 30 days of the retired member♦s retirement date, the retired member may elect to change the designated beneficiary for benefits under this♦subparagraph (C).] A MEMBER WHO ELECTS THIS OPTION MAY CHANGE HER OR HIS DESIGNATED BENEFICIARY WITHIN 30 DAYS AFTER THE MEMBER♦S RETIREMENT DATE.

(C) [(iii)] If the designated beneficiary predeceases the retired member [while still] within 30 days [of] AFTER the retirement date, the retired member may designate a new beneficiary within 30 days of the designated beneficiary♦s death.

(D) [(iv)] If the designated beneficiary predeceases the retired member [while] within 30 days [of] AFTER the retirement date and the retired member does not designate a new beneficiary within 30 days [of] AFTER the designated beneficiary♦s death or if the designated beneficiary dies on or after the 31st day following the retirement date:

1. the retired member continues DURING HIS OR HER LIFETIME to receive [a lesser retirement allowance under this survivorship option] PERIODIC PAYMENTS IN THE SAME AMOUNT THAT THE MEMBER HAS BEEN RECEIVING;

2. no [new] OTHER beneficiary may be designated; and
3. on the retired member's death, no survivorship benefit is payable.

(IV) [(D) Pop-up joint and survivor options] POP-UP JOINT-AND-SURVIVOR OPTION.

(A) [(i) On the retired member's] AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY AFTER THE death OF A RETIRED MEMBER WHO ELECTED THIS POP-UP JOINT-AND-SURVIVOR OPTION, the member's designated beneficiary [will] IS ENTITLED TO receive [a lifetime benefit of either] PERIODIC PAYMENTS DURING THE BENEFICIARY'S LIFETIME IN EITHER OF THE FOLLOWING AMOUNTS, as elected by the member:

1. 100% of the [periodical allowance] PERIODIC PAYMENT THAT the retired member was receiving at the time of HIS OR HER death; or
2. 50% of the [periodical allowance] PERIODIC PAYMENT THAT the retired member was receiving at the time of HIS OR HER death.

(B) [(ii) Within 30 days of the retired member's retirement date, the retired member may elect to change the designated beneficiary for benefits under this subparagraph (D).] A MEMBER WHO ELECTS THIS OPTION MAY CHANGE HER OR HIS DESIGNATED BENEFICIARY WITHIN 30 DAYS AFTER THE MEMBER'S RETIREMENT DATE.

(C) [(iii)] If the designated beneficiary predeceases the retired member [while still] within 30 days [of] AFTER the retirement date, the retired member may designate a new beneficiary within 30 days after the designated beneficiary's death.

(D) [(iv)] If the designated beneficiary predeceases the retired member [while] within 30 days [of] AFTER the retirement date and the retired member does not designate a new beneficiary within 30 days after the designated beneficiary's death or if the designated beneficiary dies on or after the 31st day following the retirement date:

1. the retired member [receives] COMMENCES, AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE DESIGNATED BENEFICIARY'S DEATH, TO RECEIVE the maximum retirement allowance, [effective from the 1st day after the death of the designated beneficiary] PAYABLE IN PERIODIC PAYMENTS DURING THE RETIRED MEMBER'S LIFETIME;
2. no other beneficiary may be designated; and
3. on the retired member's death, no survivorship benefit is payable, whether under this [survivorship] option or the maximum retirement allowance.

(V) [(E)] Specific benefit option.

(A) [(i) On the retired member's] SUBJECT TO THE APPROVAL REQUIRED BY SUB-SUBPARAGRAPH (B) OF THIS SUBPARAGRAPH, ON THE death OF A RETIRED MEMBER WHO

ELECTED THIS SPECIFIC BENEFIT OPTION, the member's designated beneficiary [will] IS ENTITLED TO receive THE FOLLOWING, as elected by the member before the member's retirement date:

1. a specific lump-sum [amount] CASH PAYMENT, PAYABLE AS SOON AS ADMINISTRATIVELY PRACTICABLE AFTER THE RETIRED MEMBER'S DEATH; or
2. a specific [periodical allowance] PERIODIC BENEFIT, payable to the designated beneficiary [for life] DURING HIS OR HER LIFETIME, EFFECTIVE AS OF THE 1ST DAY OF THE MONTH IMMEDIATELY AFTER THE RETIRED MEMBER'S DEATH.

(B) [(ii)] This [predetermined] benefit OPTION must be approved, at the time of the member's retirement, by the Board of Trustees pursuant to the recommendation of [the system's] THIS SYSTEM'S actuary.

(C) [(iii)] Within 30 days of the retired member's retirement date, the retired member may elect to change the designated beneficiary for benefits under this subparagraph (E).] A MEMBER WHO ELECTS THIS OPTION MAY CHANGE HER OR HIS DESIGNATED BENEFICIARY WITHIN 30 DAYS AFTER THE MEMBER'S RETIREMENT DATE.

(D) [(iv)] If the designated beneficiary predeceases the retired member [while still] within 30 days [of] AFTER the retirement date, the retired member may designate a new beneficiary within 30 days after the designated beneficiary's death.

(E) [(v)] If the designated beneficiary predeceases the retired member [while] within 30 days [of] AFTER the retirement date and the retired member does not designate a new beneficiary within 30 days after the designated beneficiary's death or if the designated beneficiary dies on or after the 31st day [following] AFTER the retirement date:

1. the retired member continues DURING HIS OR HER LIFETIME to receive [a lesser retirement allowance under this survivorship option] PERIODIC PAYMENTS IN THE SAME AMOUNT THAT THE MEMBER HAS BEEN RECEIVING;
2. no other beneficiary may be designated; and
3. on the retired member's death, no survivorship benefit is payable.

(3) Change of election within 30 days.

(I) [(A) Any] A retired member may elect to make the changes authorized in this paragraph [(3)] on or before the later of:

(A) [(i)] the 30th day after the retired member's retirement date; or

(B) [(ii)] if the retired member's designated beneficiary predeceases the retired member [while] within 30 days [of] AFTER the retirement date, the 30th day after the designated beneficiary's death.

(II) [(B)] Within the periods specified, [a] THE retired member may elect to change:

(A) [(i)] the retired member's maximum RETIREMENT allowance under paragraph (1) of this subsection to any one of the [actuarially modified retirement allowances] BENEFIT OPTIONS under paragraph (2) of this subsection;

(B) [(ii)] the retired member's election [for an actuarially modified retirement allowance] OF A BENEFIT OPTION under paragraph (2) of this subsection to the maximum RETIREMENT allowance under paragraph (1) of this subsection; or

(C) [(iii)] the retired member's election [for one actuarially modified retirement allowance] OF A BENEFIT OPTION under paragraph (2) of this subsection to any other [of the allowances] BENEFIT OPTION under paragraph (2) of this subsection.

(III) [(C)] Any payments made to a retired member under the original election shall be taken into account in computing the [allowance] BENEFIT to be paid under the subsequent election.

[(5) Social Security equalization election.]

[A Class C member who is entitled to receive an early retirement benefit, beginning between the ages of 55 and 61, both inclusive, may elect to receive instead an adjusted retirement benefit of equivalent actuarial value, payable in a greater amount while the Class C member is between the ages of 55 and 61, both inclusive, and a correspondingly reduced amount, actuarially determined, on becoming 62 years old, so that the retired member's total income (including both the adjusted retirement benefit payable under this paragraph and the Social Security benefit to which the Class C member is entitled to receive at age 62 will be as nearly uniform as possible both before and after Social Security benefits begin.]

[(6) Election to receive transferred-in accumulated contributions on deposit.]

[(A) In addition to receiving a maximum retirement allowance or a modified retirement allowance at retirement, any retired Class C member may elect to receive a refund, with interest, of the retired member's transferred-in accumulated contributions on deposit that did not result in any retirement benefit from this system.]

[(B) The benefits under this paragraph shall be paid in a lump sum or annuity. If a retired member elects to receive the benefits in the form of an annuity, the method of paying the annuity shall be consistent with the method of paying the retired member's principal retirement allowance under paragraphs (1) and (2) of this subsection.]

[(C) The payment of benefits under this paragraph (6) is subject to the approval of the Board of Trustees.]

(4) {VACANT}

(5) [(7)] Election to receive lump-sum payment.

(i) [(A) Any] A Class C member [or former Class C member] who [has ceased all permanent full-time and permanent part-time employment with the City] TERMINATES CITY EMPLOYMENT may elect to receive the present value of the member's total pension benefit, in a [single] lump-sum CASH payment, if:

(A) [(i)] the member is entitled to: 1. a normal service retirement benefit under § 9(e) of this article; 2. an early service retirement benefit under §§9(f) of this article; or 3. a deferred vested benefit under § 9(l) A SERVICE RETIREMENT BENEFIT UNDER SUBSECTION (D-2)(1) OF THIS SECTION; and

(B) [(ii)] the present value of the total pension benefit is no more than [the lump-sum cashout limit. (B) For purposes of this paragraph, §lump-sum cashout limit§ means] the greater of:

1. [(i)] \$12,500; or

2. [(ii)] an amount that is calculated by [the system's] THIS SYSTEM'S actuary to reflect any increases in the average salary of active members and that is approved by the Board of Trustees.

(II) [(C)] A member who receives a lump-sum CASH payment under this paragraph [(7)] ceases to be entitled to any other benefits from this [system] SYSTEM.

(III) [(D) A] IF A Class C member IS entitled to receive both a SERVICE RETIREMENT BENEFIT UNDER SUBSECTION (D-2)(1) OF THIS SECTION AND A disability [or dismemberment] RETIREMENT benefit UNDER SUBSECTIONS (I), (J), OR (K) OF THIS SECTION [and 1 of the 3 service benefits listed in paragraph (7)(A) of this subsection], THE MEMBER may waive his or her rights to the disability [or dismemberment benefits] BENEFIT and elect to receive a lump-sum CASH payment under this paragraph.

(IV) [(E)] The present value of the benefit payable under this paragraph [(7)] shall be calculated as of the date the member [ceases all permanent full-time and permanent part-time employment with the City] TERMINATES CITY EMPLOYMENT, using actuarial assumptions as of that date approved by the Board of Trustees pursuant to the recommendation of [the system's] THIS SYSTEM'S actuary.

(6) {VACANT}

(7) [(7a)] Return of accumulated contributions.

(i) TERMINATION OF EMPLOYMENT.

(A) If a Class C member terminates employment with the City FOR MORE THAN 30 CONSECUTIVE DAYS, other than by reason of death, before becoming eligible for a retirement benefit or a deferred vested pension benefit under this [§ 9] SECTION, the member [is entitled to] MAY ELECT to receive the value of his or her accumulated contributions (WITH REGULAR INTEREST CREDITED THROUGH THE DATE OF TERMINATION), payable in THE FORM OF a [lump sum distribution as soon as administratively practicable following the termination of employment] LUMP-SUM CASH PAYMENT.

(B) NOTWITHSTANDING SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH, IF THE VALUE

OF A TERMINATING MEMBER'S ACCUMULATED CONTRIBUTIONS (WITH REGULAR INTEREST CREDITED THROUGH THE DATE OF TERMINATION) IS \$1,000 OR LESS AND THE MEMBER DOES NOT ELECT TO HAVE THE ACCUMULATED CONTRIBUTIONS PAID IN A DIRECT ROLLOVER, THE ACCUMULATED CONTRIBUTIONS WILL BE PAID DIRECTLY TO THE MEMBER IN A LUMP-SUM CASH PAYMENT AS SOON AS ADMINISTRATIVELY PRACTICABLE FOLLOWING THE EXPIRATION OF THE TIME PERIOD FOR MAKING A DIRECT ROLLOVER ELECTION.

(ii) AFTER DEATH.

If a Class C member dies while actively employed, his or her accumulated contributions will be used to fund a periodic death benefit payable to the member's beneficiary under subsections (o-1) or (o-2) of this [9] SECTION or will be paid to the member's beneficiary if the beneficiary is entitled to receive a [lump sum] LUMP-SUM death benefit under subsections (o-1) or (o-2) of this [9] SECTION.

[(8) Transitional rules.]

[(A) For members who terminated employment on or after July 1, 1987, and on or before June 28, 1989, paragraph (1)(B) of this subsection (m) shall be read by substituting 5% for 40%.]

[(B) For members who terminated employment on or before June 30, 1987, paragraph (1) of this subsection (m) shall be read by deleting subparagraph (B) and substituting the following:

(B) Other than a return of accumulated contributions or purchases of service that resulted in no benefit, no death benefit is payable to the beneficiaries, next of kin, or the estate of any Class C member who dies after electing to receive maximum benefits without actuarial modification.]

[(C) Beginning April 1, 2001, for members who terminated employment on or after July 1, 1987, and on or before June 28, 1989, and who selected maximum benefits, their beneficiaries are entitled to the 40% survivorship benefits provided in paragraph (1)(b) of this subsection (m), as long as the retired member is receiving retirement benefits at April 1, 2001.]

[(D) Beginning April 1, 2001, for members who terminated employment on or before June 30, 1987, and who selected maximum benefits, their beneficiaries are entitled to the 40% survivorship benefits provided in paragraph (1)(b) of this subsection (m), as long as the retired member is receiving retirement benefits at April 1, 2001.]

(n) Reemployment.

(1) [Reemployment following retirement] AFTER BECOMING ELIGIBLE FOR CERTAIN BENEFITS.

(I) REEMPLOYMENT ON OR BEFORE JUNE 30, 2014.

[Any] IF A Class C member [retired] TERMINATES CITY EMPLOYMENT on or after July 1, 1979, AFTER BECOMING ELIGIBLE FOR A RETIREMENT BENEFIT OR A DEFERRED VESTED

PENSION BENEFIT UNDER THIS SECTION, and [who] is subsequently reemployed [by the City,] AS AN EMPLOYEE ON OR BEFORE JUNE 30, 2014, THE EMPLOYEE:

(A) [shall] MUST, AS OF HIS OR HER REEMPLOYMENT WITH THE CITY, cease [to receive] OR POSTPONE RECEIVING any retirement benefits [except as provided for in §§9(i), 9(j), and 9(k)] FROM THIS SYSTEM; and

(B) IMMEDIATELY ON REEMPLOYMENT:

1. [shall] WILL again [immediately] become a Class C member [of the Retirement System.]; AND
2. [Any previous] WILL BE CREDITED WITH HIS OR HER PRIOR CLASS C service [credit on the basis of which the member's service was computed at the time of retirement shall be restored to full force and effect; and in addition, upon the member's subsequent retirement, he shall be credited with all his service as a member].

(II) REEMPLOYMENT ON OR AFTER JULY 1, 2014.

THE STATUS OF A CLASS C MEMBER WHO TERMINATES CITY EMPLOYMENT ON OR AFTER JULY 1, 1979, AFTER BECOMING ELIGIBLE FOR A RETIREMENT BENEFIT OR A DEFERRED VESTED PENSION BENEFIT UNDER THIS SECTION, AND WHO IS SUBSEQUENTLY REEMPLOYED AS AN EMPLOYEE ON OR AFTER JULY 1, 2014, IS DETERMINED IN ACCORDANCE WITH § 9.2(L)(2)(I) AND (II) OF THIS ARTICLE.

(2) [Reemployment following termination of previous employment] BEFORE BECOMING ELIGIBLE FOR CERTAIN BENEFITS § CLASS C MEMBERS.

(I) REEMPLOYMENT ON OR BEFORE JUNE 30, 2014.

[On or after July 1, 1979, a] A Class C member who [has terminated employment with the] TERMINATES City EMPLOYMENT for more than 30 consecutive days ON OR AFTER JULY 1, 1979, BEFORE BECOMING ELIGIBLE FOR A RETIREMENT BENEFIT OR A DEFERRED VESTED PENSION BENEFIT UNDER THIS SECTION, and who is subsequently reemployed [by the City] AS AN EMPLOYEE ON OR BEFORE JUNE 30, 2014, AND before the expiration of a [period of time] TIME PERIOD equal to the parity time period [as provided for] DEFINED in § 1(28)[,] OF THIS ARTICLE:

(A) [shall] WILL again, on the 1st [day following his completion of 12 consecutive months of employment,] ANNUAL ANNIVERSARY OF HIS OR HER REEMPLOYMENT, become a Class C member [of the Retirement System.]; AND

(B) [Upon again becoming a Class C member, any previous] IMMEDIATELY ON REEMPLOYMENT, WILL BE CREDITED WITH HIS OR HER PRIOR CLASS C service [credit such member had, shall be restored to full force and effect].

(II) REEMPLOYMENT ON OR AFTER JULY 1, 2014.

THE STATUS OF A CLASS C MEMBER WHO TERMINATES CITY EMPLOYMENT ON OR AFTER JULY 1, 1979, BEFORE BECOMING ELIGIBLE FOR A RETIREMENT BENEFIT OR A DEFERRED VESTED PENSION BENEFIT UNDER THIS SECTION, AND WHO IS SUBSEQUENTLY REEMPLOYED AS AN EMPLOYEE ON OR AFTER JULY 1, 2014, IS DETERMINED IN ACCORDANCE WITH ♦ 9.2(L)(2)(III)-(VI) OF THIS ARTICLE.

(3) BEFORE BECOMING ELIGIBLE FOR CERTAIN BENEFITS ♦ CLASS A AND B MEMBERS.

[Any] A Class A or Class B member [whose employment with the] WHO TERMINATES City EMPLOYMENT [was terminated] for more than 30 consecutive days and who is subsequently reemployed [by the City] AS AN EMPLOYEE on or after July 1, 1979, and before the expiration of a [period of time] TIME PERIOD equal to the parity time period [as provided] DEFINED in ♦ 1(28)[,] OF THIS ARTICLE:

(I) [shall] WILL, on the 1st [day following his completion of 12 consecutive months of employment,] ANNUAL ANNIVERSARY OF HIS OR HER REEMPLOYMENT, become a Class C member [of the Retirement System.]; AND

(II) [Upon becoming a Class C member, any previous] IMMEDIATELY ON REEMPLOYMENT, WILL BE CREDITED WITH HIS OR HER PRIOR CLASS A OR CLASS B service credit [such member had, shall be restored to full force and effect;] and [in addition, he shall receive] THE service credit [for all employment for which] he OR SHE would have been eligible to receive [service credit] on [the date of] reemployment, whether by purchase or repurchase[,] or by transfer of [the] applicable funds, had he OR SHE continued his OR HER previous City employment and [his] Class A or Class B membership.

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

(2) Lump-sum death benefit.

(I) ♦BENEFICIARY♦ DEFINED.

IN THIS PARAGRAPH, ♦BENEFICIARY♦ MEANS THE MEMBER♦S DESIGNATED BENEFICIARY OR SURVIVING SPOUSE, CHILDREN, OR PARENTS, AS QUALIFIED AND PRIORITIZED UNDER SUBPARAGRAPH (V)(A)-(D) OF THIS PARAGRAPH.

(II) [(i)] ELIGIBILITY REQUIREMENTS.

[On receipt of a written application and proper proof of the death of a member in service, the Board of Trustees shall pay the lump-sum amount provided in this paragraph (2), but] THE BENEFICIARY IS ENTITLED TO A LUMP-SUM BENEFIT UNDER THIS PARAGRAPH only if:

(A) the member had acquired 1 or more years of service; and

(B) no benefits are paid under [paragraph] PARAGRAPHS (3) OR (4) of this subsection.

(III) APPLICATION AND FILING DEADLINE.

TO RECEIVE THIS BENEFIT, THE BENEFICIARY MUST:

(A) COMPLETE THE APPROPRIATE APPLICATION, IN THE FORM AND CONTAINING THE INFORMATION, INCLUDING PROOF OF DEATH, THAT THE BOARD REQUIRES; AND

(B) SUBMIT THE APPLICATION TO THE BOARD ON OR BEFORE THE 60TH DAY AFTER THE BOARD HAS PROVIDED A POST-DEATH NOTICE OF THIS BENEFIT TO THE BENEFICIARY.

(IV) [(ii)] AMOUNT OF BENEFIT.

The lump-sum amount shall [consist of] EQUAL:

(A) any accumulated contributions of the deceased member; and

(B) 50% of the greater of the member's current annual compensation or the member's average final compensation on the date of the member's death.

(V) [(iii)] QUALIFICATIONS AND PRIORITIES OF POTENTIAL BENEFICIARIES.

The lump-sum amount shall be paid AS FOLLOWS:

(A) to the member's designated beneficiary;

(B) if there is no designated beneficiary or if the designated beneficiary predeceases the member, to the member's surviving spouse;

(C) if there is no designated beneficiary and no surviving spouse, to the member's children, in equal shares;

(D) if there is no designated beneficiary, surviving spouse, or surviving child, to the member's surviving parents, in equal shares; and

(E) otherwise, to the member's estate.

(3) 100% survivorship death benefit.

(I) DEFINITIONS.

(A) IN GENERAL.

IN THIS PARAGRAPH, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(B) BENEFICIARY.

◆BENEFICIARY◆ MEANS THE MEMBER'S SURVIVING SPOUSE OR PARENTS, AS QUALIFIED AND PRIORITIZED UNDER SUBPARAGRAPH (V) OF THIS PARAGRAPH.

(C) SURVIVING SPOUSE.

◆SURVIVING SPOUSE◆ MEANS A SURVIVING SPOUSE TO WHOM THE MEMBER WAS MARRIED FOR AT LEAST 5 YEARS IMMEDIATELY BEFORE THE DATE OF THE MEMBER◆S DEATH.

(II) [(i)] ELIGIBILITY REQUIREMENTS.

[If] THE BENEFICIARY IS ENTITLED TO A 100% SURVIVORSHIP DEATH BENEFIT ONLY IF the member would have been eligible for a normal service or early service retirement [not later than] BENEFIT BEFORE HIS OR HER DEATH OR WITHIN 90 days after the date of [the member◆s] HIS OR HER death [and a proper application is filed under subparagraph (v) of this paragraph (3), then the Board of Trustees shall pay a benefit equal to that which would have been paid to a surviving beneficiary under the 100% survivorship benefit of subsection (m)(2)(C)(i)1. of this section had the member elected that survivorship benefit in favor of that beneficiary and retired as of the date of death].

(III) APPLICATION AND FILING DEADLINE.

TO RECEIVE THIS BENEFIT, THE BENEFICIARY MUST:

(A) COMPLETE THE APPROPRIATE APPLICATION, IN THE FORM AND CONTAINING THE INFORMATION, INCLUDING PROOF OF DEATH, THAT THE BOARD REQUIRES; AND

(B) SUBMIT THE APPLICATION TO THE BOARD ON OR BEFORE THE 60TH DAY AFTER THE BOARD HAS PROVIDED A POST-DEATH NOTICE OF THIS BENEFIT TO THE BENEFICIARY.

(IV) AMOUNT OF BENEFIT.

THE BENEFIT SHALL BE EQUAL TO THAT WHICH WOULD HAVE BEEN PAID TO A SURVIVING BENEFICIARY UNDER THE JOINT-AND-SURVIVOR 100% BENEFIT OPTION PROVIDED FOR IN SUBSECTION (M)(2)(III)(A)1. OF THIS SECTION HAD THE MEMBER ELECTED THAT OPTION, DESIGNATED THAT BENEFICIARY, AND RETIRED AS OF THE DATE OF DEATH.

(V) [(ii)] QUALIFICATIONS AND PRIORITIES OF POTENTIAL BENEFICIARIES.

(A) The benefit shall be paid AS FOLLOWS:

1. [A.] to the member◆s designated beneficiary, to continue [for life] DURING HIS OR HER LIFETIME, [as long as] IF that designated beneficiary is [limited to]:

A. [1.] the member◆s surviving spouse [to whom the member was married for at least 5 years immediately before the date of the member◆s death]; or

B. [2.] one of the member◆s surviving parents; or

2. [B.] if the designated beneficiary is not [the member's spouse and the] ONE OF THE PERSONS LISTED IN ITEM 1. OF THIS SUB-SUBPARAGRAPH AND THAT beneficiary predeceases the member, or if there is no designated beneficiary, then to the member's surviving spouse, to continue [for life, if the member was married to that spouse for at least 5 years immediately before the date of the member's death] FOR HIS OR HER LIFETIME.

(B) [(iii)] If a member [files with the Board of Trustees a written designation that names someone] DESIGNATES A BENEFICIARY other than [a spouse or parent as beneficiary] ONE OF THE PERSONS LISTED IN SUB-SUBPARAGRAPH (A)1. OF THIS SUBPARAGRAPH, and if that beneficiary does not predecease the member, the [benefits of this paragraph (3) are not available to the surviving spouse or parent of the member] BENEFIT PROVIDED BY THIS PARAGRAPH IS NOT PAYABLE.

(VI) [(iv)] BENEFIT IN PLACE OF ALL OTHERS UNDER SUBSECTION.

The benefit provided by this paragraph [(3)] is in place of all benefits provided under PARAGRAPHS (2) AND (4) OF this subsection [(o-1)].

[(v)] To receive the benefit provided under this paragraph (3), the surviving spouse or parent must apply in writing, on forms provided by the Board of Trustees, within 60 days after the death of the member.]

(4) 40% survivorship death benefit.

(I) DEFINITIONS.

(A) IN GENERAL.

IN THIS PARAGRAPH, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(B) BENEFICIARY.

◆BENEFICIARY◆ MEANS THE MEMBER'S SURVIVING SPOUSE OR MINOR CHILDREN, AS QUALIFIED AND PRIORITIZED UNDER SUBPARAGRAPH (V) OF THIS PARAGRAPH.

(C) SURVIVING SPOUSE.

◆SURVIVING SPOUSE◆ MEANS A SURVIVING SPOUSE TO WHOM THE MEMBER WAS MARRIED FOR AT LEAST 1 YEAR IMMEDIATELY BEFORE THE DATE OF THE MEMBER'S DEATH.

(II) [(i)] ELIGIBILITY REQUIREMENTS.

[Beginning] EFFECTIVE April 1, 2001, THE BENEFICIARY IS ENTITLED TO A 40% SURVIVORSHIP DEATH BENEFIT ONLY if the member had at least 20 years of service as of the date of his or her death[, without regard to whether the member was eligible for a service retirement benefit on the date of the member's death, and if a proper application is filed under subparagraph

(vii) of this paragraph (4), the Board of Trustees shall pay a retirement benefit equal to 40% of the member's accrued maximum service retirement benefit based on the number of years of service credit as of the member's date of death and as if the member had attained age 65 as of the date of his or her death. The reduction contained in § 9(f)(2) does not apply].

(III) APPLICATION AND FILING DEADLINE.

TO RECEIVE THIS BENEFIT, THE BENEFICIARY MUST:

(A) COMPLETE THE APPROPRIATE APPLICATION, IN THE FORM AND CONTAINING THE INFORMATION, INCLUDING PROOF OF DEATH, THAT THE BOARD REQUIRES; AND

(B) SUBMIT THE APPLICATION TO THE BOARD ON OR BEFORE THE 60TH DAY AFTER THE BOARD HAS PROVIDED A POST-DEATH NOTICE OF THIS BENEFIT TO THE BENEFICIARY.

(IV) AMOUNT OF BENEFIT.

(A) THE BENEFIT SHALL BE EQUAL TO 40% OF THE MEMBER'S ACCRUED SERVICE RETIREMENT BENEFIT, CALCULATED AS PROVIDED IN SUBSECTION (E)(6)(II) OF THIS SECTION BASED ON THE MEMBER'S AVERAGE FINAL COMPENSATION AND YEARS OF SERVICE (AND FRACTIONS OF THOSE YEARS) AS OF THE DATE OF THE MEMBER'S DEATH.

(B) THE CALCULATION REQUIRED BY SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH SHALL BE MADE WITH THE ASSUMPTION THAT THE MEMBER HAD ATTAINED AGE 65 AS OF THE DATE OF HIS OR HER DEATH. ACCORDINGLY, THE REDUCTION DESCRIBED IN SUBSECTION (F)(2) OF THIS SECTION DOES NOT APPLY.

(V) [(ii)] QUALIFICATIONS AND PRIORITIES OF POTENTIAL BENEFICIARIES.

(A) [This] THE benefit shall be paid AS FOLLOWS:

1. [(A)] to the member's designated beneficiary, [as long as that designated beneficiary] IF THAT DESIGNATED BENEFICIARY is [limited to]:

A. [1.] [The] THE member's surviving spouse, to continue for [life] THE SPOUSE'S LIFETIME or until [remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or

B. [2.] the member's [unmarried] minor children, to be paid to each child, in equal shares, until that child [marries or] is no longer a minor, as defined in § 47(h) of this article; [or]

2. [(B)] if the designated beneficiary is not [the member's spouse or minor child] ONE OF THE PERSONS LISTED IN ITEM 1. OF THIS SUB-SUBPARAGRAPH and that beneficiary predeceases the member, or if there is no designated beneficiary, then to the member's surviving spouse, to continue for [life] THE SPOUSE'S LIFETIME or until [remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or

3. [(C)] if there is no qualifying surviving spouse under [subparagraph A or B] ITEMS 1. OR 2. OF THIS SUB-SUBPARAGRAPH, or if the surviving spouse [dies or] remarries BEFORE AGE 70 OR DIES, then to the member's [unmarried] minor children, to be paid to each child in equal shares[,] until that child [marries or] is no longer a minor, as defined in § 47(h) of this article.

(B) IF A MEMBER DESIGNATES A BENEFICIARY OTHER THAN ONE OF THE PERSONS LISTED IN SUB-SUBPARAGRAPH (A)1. OF THIS SUBPARAGRAPH, AND IF THAT BENEFICIARY DOES NOT PREDECEASE THE MEMBER, THE BENEFIT PROVIDED BY THIS PARAGRAPH IS NOT PAYABLE.

[(iii)] For purposes of this paragraph (4), §surviving spouse§ means a spouse to whom the member was married for at least 1 year immediately before the date of the member's death.]

(VI) [(iv)] ALLOCATIONS AMONG CHILDREN.

For purposes of this paragraph [(4)], when a member's child [marries or] is no longer a minor and, consequently, ceases to receive benefits under this paragraph [(4)], each remaining [unmarried] minor child [will] SHALL THEN begin to receive, in addition to his or her existing benefit, an equal share of the benefit formerly paid to the other child. This process continues until the member's youngest child [marries or] is no longer a minor.

[(v)] If a member files with the Board of Trustees a written designation that names someone other than a spouse or minor child as beneficiary and if that beneficiary does not predecease the member, the benefits of this paragraph (4) are not available to the surviving spouse or minor children of the member.]

(VII) [(vi)] BENEFIT IN PLACE OF ALL OTHERS UNDER SUBSECTION.

The benefit provided by this paragraph [(4)] is in place of all benefits provided under paragraphs (2) and (3) of this subsection.

[(vii)] To receive the benefit provided under this paragraph (4), the surviving spouse or minor children must apply in writing, on forms provided by the board of trustees, within 60 days after notification of this benefit is provided to the spouse or minor children after the death of the member.]

[(viii)] Any death benefits paid by this System and received by the beneficiary of a member under paragraphs (2) or (3) of this subsection shall be offset against any death benefits payable under this paragraph (4).]

(VIII) [(IX)] RULES DEALING WITH 1ST YEAR OF EMPLOYMENT.

For purposes of this paragraph, the deceased member's [first] 1ST year of employment:

(A) [shall be] IS included in [figuring] COMPUTING 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 [♦ 9(c)(5)] SUBSECTION (C)(3) of this [article] SECTION.

(5) Death without beneficiaries or estate.

The amounts that would have been paid under this subsection [(o-1)], excluding [membership contribution accounts, with interest] ACCUMULATED CONTRIBUTIONS, forever remain assets of [the] THIS System if:

- (i) a member dies without designating a beneficiary;
- (ii) that member has no [heirs] BENEFICIARIES, as enumerated in paragraphs [2(iii), 3(ii), 3(iii), and 4(ii)] 2(V), 3(V), AND 4(V) of this subsection [(o-1)]; and
- (iii) no estate for that member is opened within 2 years of the member♦s death.

(o-2) Line-of-duty death benefit.

(1) ♦BENEFICIARY♦ DEFINED.

IN THIS SUBSECTION, ♦BENEFICIARY♦ MEANS THE MEMBER♦S DESIGNATED BENEFICIARY OR SURVIVING SPOUSE, CHILDREN, OR PARENTS, AS QUALIFIED AND PRIORITIZED UNDER PARAGRAPH (4)(I)(A)-(D) OR PARAGRAPH (4)(II) OF THIS SUBSECTION, AS THE CASE MAY BE.

[(1) Scope of subparagraph.]

(2) ELIGIBILITY REQUIREMENTS.

This subsection applies only [to an individual]:

- (i) TO AN INDIVIDUAL who dies while a member of this System; and
- (ii) [whose death has been determined by] IF a hearing examiner [to] DETERMINES THAT:
 - (A) [A.] THE MEMBER♦S DEATH WAS, INDEPENDENT OF ALL OTHER CAUSES AND INDEPENDENT OF ANY PREEXISTING PHYSICAL OR MEDICAL CONDITIONS, WHETHER JOB-RELATED OR OTHERWISE, [be] the direct result of bodily injury ARISING through [accidental means, independent of other causes and any preexisting physical or medical conditions, job related or otherwise] AN ACCIDENT; AND
 - (B) [B. have] THE ACCIDENT occurred:
 - 1. while THE MEMBER WAS in the [course of] actual performance of [duty] HIS OR HER CITY DUTIES AT SOME DEFINITE TIME AND PLACE; and
 - 2. [C. have occurred] without willful negligence on the [part of the member] MEMBER♦S PART.

(3) APPLICATION AND FILING DEADLINE.

TO RECEIVE THIS BENEFIT, THE BENEFICIARY MUST:

- (I) COMPLETE THE APPROPRIATE APPLICATION, IN THE FORM AND CONTAINING THE INFORMATION REQUIRED BY SUBSECTION (P)(6) OF THIS SECTION; AND
- (II) SUBMIT THE APPLICATION TO THE BOARD ON OR BEFORE THE 60TH DAY AFTER THE BOARD HAS PROVIDED A POST-DEATH NOTICE OF THIS BENEFIT TO THE BENEFICIARY.

[(2) Line-of-duty death benefit.]

(4) AMOUNT OF BENEFIT; QUALIFICATIONS AND PRIORITIES OF POTENTIAL BENEFICIARIES.

ON AN AWARD BY THE HEARING EXAMINER, THE BOARD OF TRUSTEES SHALL PAY:

(i) [On the receipt of a written application, proper proof of death, and an award by a hearing examiner of a line-of-duty death benefit, the Board of Trustees shall pay: A.] any accumulated contributions of the deceased member to:

(A) [1.] the member's designated beneficiary;

(B) [2.] if there is no designated beneficiary, or if the designated beneficiary predeceases the member, to the member's surviving spouse;

(C) [3.] if there is no designated beneficiary and no surviving spouse, to the member's children, in equal shares;

(D) [4.] if there is no designated beneficiary, surviving spouse, or surviving child, to the member's surviving parents, in equal shares; and

(E) [5.] otherwise, to the member's estate; and

(II) [B.] a pension of 100% of the member's current compensation to:

(A) [1.] the member's surviving spouse, to continue for [life] THE SPOUSE'S LIFETIME or until [remarriage] THE SPOUSE REMARRIES BEFORE AGE 70, [provided] UNLESS the member has [not] designated his OR HER children as [his] beneficiaries;

(B) [2.] the member's minor children, to be paid to each child, in equal shares, until that child is no longer A minor, as defined in § 47(h) of this article, [provided] IF:

1. [iii.] the member designated his OR HER children as [his] beneficiaries; [or]

2. [i.] there is no surviving spouse on the date of the member's death; OR

3. [ii.] the surviving spouse, [has died or remarried] after having received benefits payments under [paragraph (2)(i)(B)] SUB-ITEM (A) of this [subsection (o-2)] ITEM (II), HAS REMARRIED BEFORE AGE 70 OR HAS DIED; or

(C) [3.] the member's surviving parents in equal shares, to continue [for life, provided] DURING THEIR LIFETIMES, IF:

1. [ii.] the member has not designated his OR HER children as [his] beneficiaries; [and]
2. [i.] there is no surviving spouse on the date of the member's death; AND
3. [iii.] the member has no minor children at the date of his OR HER death.

(5) [(ii)] ALLOCATIONS AMONG CHILDREN OR BETWEEN PARENTS.

(I) For purposes of [this] paragraph [(2)] (4) OF THIS SUBSECTION, when a member's child is no longer a minor and, consequently, ceases to receive [benefits] A BENEFIT under [this] THAT paragraph [(2)], each remaining minor child shall THEN begin to receive, in addition to his or her existing benefit, an equal share of the benefit formerly paid to the other child. This process continues until the member's youngest child is no longer a minor.

(II) [(iii)] For purposes of [this] paragraph [(2)] (4) OF THIS SUBSECTION, [where] IF a member's line-of-duty death benefit is paid to both of the member's surviving parents and one parent dies, the remaining parent shall then begin [receiving] TO RECEIVE, in addition to his or her existing benefit, the benefit formerly paid to the deceased parent.

[(iv)] If any benefits are paid to either the member's surviving spouse or minor children under paragraph (2)(i)(B) of this subsection (o-2), the member's surviving parents will be disqualified from ever receiving benefits under paragraph (2)(i)(B).]

(6) [(v)] IF NO BENEFICIARY ELIGIBLE.

If [there is] no beneficiary [who qualifies] IS ELIGIBLE for a line-of-duty death benefit under this subsection [(o-2)], a non-line-of-duty death benefit [may] WILL be paid under either subsections (o-1) (2) [or], (o-1)(3), OR (O-1)(4) of this [9 if] SECTION AS LONG AS the member's beneficiary [is eligible] QUALIFIES for a non-line-of-duty death benefit [pursuant to the provisions] UNDER 1 of those subsections.

(7) [(3)] Death without beneficiaries or estate.

The amounts that would have been paid under this subsection [(o-2)], excluding [membership contribution accounts, with interest] ACCUMULATED CONTRIBUTIONS, forever remain assets of [the] THIS System if:

- (i) a member dies without designating a beneficiary;

(ii) that member has no [heirs] BENEFICIARIES, as enumerated in [paragraphs 2(i)(A) and 2(i)(B)] PARAGRAPH (4) of this subsection [(o-2)]; and

(iii) no estate for that member is opened within 2 years of the member's death.

[(4) Minimum line-of-duty death pension benefit at June 30, 1994.]

[(i) This paragraph (4) applies to those beneficiaries who, as of June 30, 1994, are receiving a line-of-duty death benefit in accordance with this subsection (o-2) and whose total benefit on June 30, 1994, amounts to less than \$10,000 annually.]

[(ii) Line-of-duty death benefits for beneficiaries described in subparagraph (i) of this paragraph (4) shall be increased to no less than the lower of:

A. an annual benefit of \$10,000; or

B. an annual benefit equivalent to the June 30, 1994, salary for an active member in the same job classification (e.g., class, grade, level, and longevity) as the member on the date of the member's death.]

[(iii) In no event may this paragraph result in a beneficiary's receiving a pension less than the pension the member was receiving on June 30, 1994.]

[(iv) For purposes of this paragraph (4), the pension benefit includes any post-retirement benefit increases paid as of June 30, 1994.]

[(v) If any beneficiary receiving an increased minimum pension in 1994 as a result of this paragraph is eligible for a January 1995 post-retirement benefit increase under § 17 of this article, the member's 1995 post-retirement increase shall be calculated as though the beneficiary had received this increased minimum pension benefit on June 30, 1994.]

[(vi) Any post-retirement benefit increases paid before June 30, 1994, may not be changed due to any increase in benefits payable as a result of this paragraph (4).]

(p) Panel of hearing examiners.

(10) Hearings § Burden of proof.

(i) Disability benefit.

At the hearing on a claim for a disability benefit, the member has the burden of proving, by a preponderance of the evidence:

(A) the nature and extent of her or his disability;

(B) that the disability prevents her or him from the further performance of the duties of her or his job classification [in the employ of Baltimore City]; and

(C) that, under the relevant facts and circumstances, she or he otherwise meets all of the eligibility requirements [set by law] TO QUALIFY for the applicable benefit.

(ii) Line-of-duty death benefit.

At the hearing on a claim for a line-of-duty death benefit, the applicant has the burden of proving, by a preponderance of the evidence:

(A) that the member's death occurred under facts and circumstances required [by law] to [be eligible] QUALIFY for the benefit UNDER THE APPLICABLE PROVISIONS OF THIS SECTION; and

(B) that the applicant otherwise meets all [of] other [eligibility] requirements [set by law] TO QUALIFY for the benefit.

(11) Hearings ♦ Examiner's determination.

(i) IN GENERAL.

The hearing examiner shall:

(A) make the determinations specified in this paragraph [(11)]; and

(B) issue written findings of fact that set forth the reasons for his or her determination.

(ii) NON-LINE-OF-DUTY DISABILITY BENEFIT.

(A) If the claim is for [a] non-line-of-duty disability [benefit] BENEFITS UNDER THIS SYSTEM, the hearing examiner shall determine: (A) generally,] whether the member's disability qualifies under [♦ 6(c), ♦ 9(j), or ♦ 22(b)] SUBSECTION (I) of this [article, as applicable] SECTION[; and (A) specifically, whether the member has suffered an injury or illness of such a nature as to preclude the member from the further performance of the duties of his or her job classification].

(B) IF THE CLAIM IS FOR NON-LINE-OF-DUTY DISABILITY BENEFITS UNDER THE ELECTED OFFICIALS ♦ RETIREMENT SYSTEM, THE HEARING EXAMINER SHALL DETERMINE WHETHER THE MEMBER'S DISABILITY QUALIFIES UNDER ♦ 22(B) OF THIS ARTICLE.

(iii) DISMEMBERMENT DISABILITY BENEFIT.

If the claim is for [a] dismemberment disability [benefit] BENEFITS, the hearing examiner shall determine: (A) generally,] whether the member's disability qualifies under [♦ 9(k)] SUBSECTION (K) of this [article] SECTION[, and (B) specifically, whether the member's scheduled loss is, independent of all other causes, the direct result of bodily injury arising through an accident that occurred: 1. within 180 days of the date the scheduled loss was sustained; 2. within 5 years of the date of the member's application; 3. while in the actual performance of duty at some definite time and place; and 4. without willful negligence on the member's part].

(iv) LINE-OF-DUTY DISABILITY BENEFIT.

(A) If the claim is for line-of-duty disability benefits UNDER THIS SYSTEM, the hearing examiner shall determine: (A) generally, whether the member's disability qualifies under [§ 9(j)] SUBSECTION (J) of this [article,] SECTION [and (B) specifically, whether the member's disability is, independent of any preexisting physical or medical condition, whether job-related or otherwise, the direct result of a bodily injury arising through an accident that occurred: 1. within 5 years of the date of the member's application; 2. while in the actual performance of duty at some definite time and place; and 3. without willful negligence on the member's part].

(B) IF THE CLAIM IS FOR LINE-OF-DUTY DISABILITY BENEFITS UNDER THE ELECTED OFFICIALS' RETIREMENT SYSTEM, THE HEARING EXAMINER SHALL DETERMINE WHETHER THE MEMBER'S DISABILITY QUALIFIES UNDER § 22(C) OF THIS ARTICLE.

(v) LINE-OF-DUTY DEATH BENEFIT.

(A) If the claim is for line-of-duty death benefits UNDER THIS SYSTEM, the hearing examiner shall determine: (A) generally, whether the member's death qualifies under [§ 9(o-2)] SUBSECTION (O-2) of this [article,] SECTION [and (B) specifically, whether 1. the member's death was, independent of all other causes and independent of any preexisting physical or medical condition, whether job-related or otherwise, the direct result of bodily injury through accidental means; 2. the accident occurred while in the actual performance of duty; and 3. the member's death was not caused by the member's willful negligence].

(B) IF THE CLAIM IS FOR LINE-OF-DUTY DEATH BENEFITS UNDER THE ELECTED OFFICIALS' RETIREMENT SYSTEM, THE HEARING EXAMINER SHALL DETERMINE WHETHER THE MEMBER'S DEATH QUALIFIES UNDER § 22(G) OF THIS ARTICLE.

[(vi) If the claim is by a Class A member or by a member of the Elected Officials' Retirement System for a line-of-duty disability benefit, the hearing examiner shall determine: (A) generally, whether the member's disability qualifies under § 6(e) or § 22(c) of this article, as applicable; and (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.]

§ 9.1. Election between plans.

(b) Employee to elect Plan.

(1) ELECTION.

(I) IN GENERAL.

An employee who, on or after July 1, 2014, is initially employed or is reemployed under [◆◆9.2(I)(2) (ii)] ◆ 9.2(L)(2)(IV) OR (VI) of this article must, within 150 days after the date on which his or her employment or reemployment began, file a plan-election form with the Board of Trustees of the Retirement Savings Plan.

(II) TRANSFERS.

THE STATUS OF AN EMPLOYEE WHO, ON OR AFTER JULY 1, 2014, TRANSFERS, WITHOUT A BREAK IN EMPLOYMENT, FROM A POSITION WITH THE CITY COVERED UNDER ANOTHER CITY RETIREMENT PLAN (AS DEFINED IN ◆ 9(A)(1) OF THIS ARTICLE) IS DETERMINED IN ACCORDANCE WITH ◆ 9(A)(2)(II) OF THIS ARTICLE.

(2) PLAN-ELECTION FORM.

The form shall indicate whether the member elects to become:

(i) both a Class D member of this System and a hybrid member of the Retirement Savings Plan;
or

(ii) a non-hybrid member of the Retirement Savings Plan.

(3) MODIFICATION OR REVOCATION OF FORM.

During this 150-day period, the member may file a new form to modify or revoke any previous election. However, the final election becomes effective and irrevocable on the 150th day after the date of employment or reemployment.

(4) DEFAULT.

If a member does not make a written election within 150 days, the member will automatically become both a Class D member of this System and a hybrid member of the Retirement Savings Plan.

◆ 9.2. Class D membership.

(c) Class D service credit.

(7) TRANSFER OF SERVICE.

(I) ELIGIBILITY.

A CLASS D MEMBER WHO SATISFIES THE APPLICABLE REQUIREMENTS OF THE STATE PERSONNEL AND PENSIONS ARTICLE MAY TRANSFER SERVICE FROM A STATE OR LOCAL

RETIREMENT OR PENSION SYSTEM WITHIN MARYLAND.

(II) SERVICE CREDIT.

THE SERVICE SO TRANSFERRED WILL BE CREDITED AS SERVICE UNDER THIS SYSTEM.

(d) Military personnel ♦ Credit for military service during City employment.

(1) DEFINITIONS.

(I) IN GENERAL.

IN THIS SUBSECTION, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(II) [♦]Military service[♦ defined].

(A) [(i)] IN GENERAL.

[In this subsection, ♦military] ♦MILITARY service♦ means any:

1. [(A)] ♦service in the uniformed services♦, as defined by and interpreted under 38 U.S.C. ♦ 4303(13); or
2. [(B)] ♦military service♦, as defined by and interpreted under State Personnel and Pension Article ♦ 38-101(d).

(B) [(ii)] INCLUSIONS.

♦Military service♦ includes active duty, active duty for training, initial active duty for training, and inactive duty training (such as drills), under competent authority, on a voluntary or involuntary basis, in the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service Commissioned Corps, the Army National Guard, the Air National Guard, the Maryland National Guard, as well as the reserve components of each of these services, and any other category of persons designated by the President or the Governor of the State of Maryland in time of war or national or state emergency.

(III) USERRA.

♦USERRA♦ MEANS THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994, 38 U.S.C. ♦♦ 4301-4344, AS AMENDED.

(2) Scope of subsection.

This subsection applies only to a member of this System who:

- (i) on account of military service, is on leave of absence from City employment;
- (ii) is eligible for reemployment with the City under [the Uniformed Services Employment and

Reemployment Rights Act of 1994, as amended, 38 U.S.C. §§ 4301-4344 (USERRA) USERRA;

(iii) is reemployed by the City as an employee; and

(iv) applies for service credit with this System.

(g) Service retirement ♦ Types and conditions.

(1) Normal retirement.

(i) ELIGIBILITY REQUIREMENTS.

[A Class D member who retires at or after age 65 with at least 5 years of service or who, regardless of age, retires with at least 30 years of service is entitled to receive, commencing on the 1st day of the month immediately following his or her retirement, a normal retirement benefit, calculated as provided in subparagraph (ii) of this paragraph.] A CLASS D MEMBER IS ENTITLED TO RECEIVE A NORMAL RETIREMENT BENEFIT, CALCULATED AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, IF THE MEMBER RETIRES:

(A) AT OR AFTER AGE 65, WITH AT LEAST 5 YEARS OF SERVICE; OR

(B) REGARDLESS OF AGE, WITH AT LEAST 30 YEARS OF SERVICE.

(IV) PAYMENT.

PAYMENT OF THE BENEFIT COMMENCES ON THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MEMBER'S RETIREMENT.

(2) Early retirement.

(i) IN GENERAL.

[A Class D member who terminates City employment on or after attaining age 55 with at least 5 years of service is entitled to receive an early retirement benefit, calculated as provided in paragraph (1)(ii) of this subsection based on the member's average final compensation and years of service (and fractions of those years of service) as of the date the member terminated employment.]

(A) ELIGIBILITY REQUIREMENTS.

A CLASS D MEMBER IS ENTITLED TO RECEIVE AN EARLY RETIREMENT BENEFIT, CALCULATED AS PROVIDED IN SUB-SUBPARAGRAPH (B) OF THIS SUBPARAGRAPH, IF THE MEMBER TERMINATES EMPLOYMENT WITH THE CITY AT OR AFTER AGE 55, WITH AT LEAST 5 YEARS OF SERVICE.

(B) BENEFIT CALCULATION.

THE EARLY RETIREMENT BENEFIT SHALL BE DETERMINED AS PROVIDED IN PARAGRAPH

(1)(II) OF THIS SUBSECTION BASED ON THE MEMBER'S AVERAGE FINAL COMPENSATION AND YEARS OF SERVICE (AND FRACTIONS OF THOSE YEARS OF SERVICE) AS OF THE DATE THE MEMBER TERMINATES EMPLOYMENT.

(C) PAYMENT.

EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, PAYMENT OF THE BENEFIT COMMENCES ON THE 1ST DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MEMBER'S 65TH BIRTHDAY.

(i) Line-of-duty disability retirement.

(1) Eligibility requirements.

A Class D member is entitled to retire on a line-of-duty disability retirement if a hearing examiner determines that:

(i) the member is permanently incapacitated from the further performance of the duties of his or her City job classification due to 1 or more of the impairments [listed] DESCRIBED in paragraph (5) of this subsection; and

....

(4) Benefit on retirement.

(ii) If a Class D member is not eligible for line-of-duty disability benefits solely because the degree of impairment does not meet the conditions of paragraph (5) of this subsection, a non-line-of-duty disability benefit will be paid under subsection (h) of this section, REGARDLESS OF THE MEMBER'S YEARS OF SERVICE, as long as the member OTHERWISE qualifies for non-line-of-duty disability retirement under that subsection.

(5) Disability loss requirements.

(i) IN GENERAL.

The award of a line-of-duty disability retirement benefit requires:

(A) a 50% OR MORE anatomical loss of the use of any 1 [impairment] OF THE IMPAIRED ITEMS LISTED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH; or

(B) a 25% or more anatomical loss of THE USE OF each of 2 or more of the [impairments] IMPAIRED ITEMS listed in subparagraph (ii) of this paragraph.

(ii) SCHEDULE OF IMPAIRED ITEMS.

The schedule of [impairments] IMPAIRED ITEMS is as follows:

....

(k) Method of payment.

(1) Maximum retirement allowance.

(ii) RETIRED MEMBER'S DEATH IN GENERAL.

As of the 1st day of the month immediately after the death of a retired member who is receiving this maximum retirement allowance, the following beneficiaries are entitled to receive periodic payments in an amount equal to 40% of the periodic payment that the retired member was receiving at the time of his or her death:

(A) if the retired member is survived by a spouse to whom the retired member was married for at least 1 year immediately before the member's retirement date, the benefit shall be paid to the surviving spouse, to continue [during] FOR the spouse's lifetime or until [his or her remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or

(B) if there is no qualifying surviving spouse or if the surviving spouse [dies or] remarries BEFORE AGE 70 OR DIES, then the benefit shall be paid to the retired member's minor children, in equal shares, to continue until the children are no longer minors, as defined in § 47(h) of this article.

[(4) Transferred-in accumulated contributions.]

[(i) In addition to receiving a maximum retirement allowance or a benefit option at retirement, a retired Class D member will receive a refund, with interest, of the retired member's transferred-in accumulated contributions that did not result in any retirement benefit from this System.]

[(ii) The benefits under this paragraph shall be paid in the form of a lump-sum cash payment or an annuity, as elected by the member. If the member elects to receive the benefits in the form of an annuity, the method of paying the annuity shall be consistent with the method of paying the retired member's principal retirement benefit under paragraph (1) or (2) of this subsection, as the case may be.]

(6) Return of accumulated contributions.

(i) TERMINATION OF EMPLOYMENT.

(A) If a Class D member terminates City employment FOR MORE THAN 30 CONSECUTIVE DAYS, other than by reason of death, before becoming eligible for a retirement benefit or a deferred vested pension benefit under this section, the member [is only entitled to] MAY ELECT to receive the value of his or her accumulated contributions (WITH REGULAR INTEREST CREDITED THROUGH THE DATE OF TERMINATION), payable in the form of a lump-sum cash payment[, as soon as administratively practicable following the termination of employment].

(B) NOTWITHSTANDING SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH, IF THE VALUE OF A TERMINATING MEMBER'S ACCUMULATED CONTRIBUTIONS (WITH REGULAR INTEREST CREDITED THROUGH THE DATE OF TERMINATION) IS \$1,000 OR LESS AND THE MEMBER DOES NOT ELECT TO HAVE THE ACCUMULATED CONTRIBUTIONS PAID IN A

DIRECT ROLLOVER, THE ACCUMULATED CONTRIBUTIONS WILL BE PAID DIRECTLY TO THE MEMBER IN A LUMP-SUM CASH PAYMENT AS SOON AS ADMINISTRATIVELY PRACTICABLE FOLLOWING THE EXPIRATION OF THE TIME PERIOD FOR MAKING A DIRECT ROLLOVER ELECTION.

(I) Reemployment.

(1) Following termination of Class D member.

(i) After becoming eligible for certain benefits.

If a Class D member terminates City employment after becoming eligible for a retirement benefit or a deferred vested pension benefit under this section and is subsequently reemployed as an employee, the employee:

(A) must, AS OF HIS OR HER REEMPLOYMENT WITH THE CITY, cease or postpone receiving any retirement benefits from this System; and

(B) immediately on reemployment:

1. will again become a Class D member; and
2. will be credited with his or her prior Class D service.

(ii) Before becoming eligible for certain benefits.

(A) TERMINATION NOT LONGER THAN 180 DAYS.

IF A CLASS D MEMBER TERMINATES CITY EMPLOYMENT BEFORE BECOMING ELIGIBLE FOR A RETIREMENT BENEFIT OR A DEFERRED VESTED PENSION BENEFIT UNDER THIS SECTION AND IS SUBSEQUENTLY REEMPLOYED AS AN EMPLOYEE NOT MORE THAN 180 CONSECUTIVE DAYS AFTER TERMINATION, THE EMPLOYEE:

1. IMMEDIATELY ON REEMPLOYMENT, WILL AGAIN BECOME A CLASS D MEMBER; AND
2. WILL BE CREDITED WITH HIS OR HER PRIOR CLASS D SERVICE AS FOLLOWS:

A. IMMEDIATELY ON REEMPLOYMENT, UNLESS BEFORE REEMPLOYMENT THE MEMBER RECEIVED THE VALUE OF HIS OR HER ACCUMULATED CONTRIBUTIONS UNDER SUBSECTION (K)(6)(I) OF THIS SECTION; OR

B. IF BEFORE REEMPLOYMENT THE MEMBER RECEIVED THE VALUE OF HIS OR HER ACCUMULATED CONTRIBUTIONS UNDER SUBSECTION (K)(6)(I) OF THIS SECTION, THEN ONLY IF THE MEMBER PURCHASES THE SERVICE CREDIT UNDER SUBSECTION (C)(6)(I) OF THIS SECTION.

(B) TERMINATION LONGER THAN 180 DAYS.

If a Class D member terminates City employment before becoming eligible for a retirement benefit or a deferred vested pension benefit under this section and is subsequently reemployed as an employee MORE THAN 180 CONSECUTIVE DAYS AFTER TERMINATION, the employee:

1. [(A)] on the 1st annual anniversary of his or her reemployment, will again become a Class D member; and
2. [(B)] will be credited with his or her prior Class D service as follows:
 - A. [1.] immediately on reemployment, unless before reemployment the member received the value of his or her accumulated contributions under subsection (k)(6)(i) of this section; or
 - B. [2.] if before reemployment the member received the value of his or her accumulated contributions under subsection (k)(6)(i) of this section, then only if the member purchases the service credit under subsection (c)(6)(i) of this section.

(2) Following pre-July 1, 2014, City employment.

(I) TERMINATION AFTER EARNING VESTED BENEFIT ♦ REEMPLOYMENT NOT MORE THAN 180 DAYS LATER.

(A) THIS SUBPARAGRAPH APPLIES TO ANY EMPLOYEE WHO:

1. WAS EMPLOYED BY THE CITY ON OR BEFORE JUNE 30, 2014;
2. TERMINATED THAT EMPLOYMENT AFTER EARNING A VESTED BENEFIT UNDER THIS SYSTEM OR ANOTHER CITY RETIREMENT PLAN; AND
3. IS REEMPLOYED BY THE CITY ON OR AFTER JULY 1, 2014, AND NOT MORE THAN 180 CONSECUTIVE DAYS AFTER TERMINATION.

(B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, AN EMPLOYEE DESCRIBED IN SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH:

1. MUST, AS OF HIS OR HER REEMPLOYMENT WITH THE CITY, CEASE OR POSTPONE RECEIVING ANY RETIREMENT BENEFITS FROM THIS SYSTEM; AND
2. IMMEDIATELY ON REEMPLOYMENT:
 - A. WILL AGAIN BECOME A CLASS C MEMBER; AND
 - B. WILL BE CREDITED WITH HIS OR HER PRIOR CLASS C SERVICE.

(II) [(i)] Termination after earning vested benefit ♦ REEMPLOYMENT MORE THAN 180 DAYS LATER.

(A) This subparagraph applies to any employee who:

1. was employed by the City on or before June 30, 2014;
2. terminated that employment [for more than 30 consecutive days] after earning a vested benefit under this System or another City retirement plan; and
3. is reemployed by the City on or after July 1, 2014, AND MORE THAN 180 CONSECUTIVE DAYS AFTER TERMINATION.

(B) Notwithstanding any other provision of this subtitle, an employee described in sub-subparagraph (A) of this subparagraph:

1. [shall] MUST, as of [after] his or her reemployment with the City, cease or postpone receiving any City retirement benefits in accordance with 48 {Contemporaneous benefits from 2 or more City systems} of this article;
2. may not, as of his or her reemployment with the City, again become a member of this System or any other City retirement plan, except as provided in item 3 of this sub-subparagraph (B)[.]; and
3. automatically becomes, on the 30th day after the date on which his or her reemployment began, a non-hybrid member of the Retirement Savings Plan.

(C) Prior service earned under this System or any other City retirement plan is not credited under the Retirement Savings Plan, and the employee is not entitled to any contributions under the Retirement Savings Plan with respect to that prior service.

(III) TERMINATION ON OR BEFORE JUNE 30, 2014, AND BEFORE EARNING VESTED BENEFIT REEMPLOYMENT BEFORE EXPIRATION OF PARITY TIME PERIOD.

(A) THIS SUBPARAGRAPH APPLIES TO ANY EMPLOYEE WHO:

1. TERMINATED EMPLOYMENT WITH THE CITY ON OR BEFORE JUNE 30, 2014, AND BEFORE EARNING A VESTED BENEFIT UNDER THIS SYSTEM OR ANOTHER CITY RETIREMENT PLAN; AND
2. IS REEMPLOYED BY THE CITY ON OR AFTER JULY 1, 2014, AND BEFORE THE EXPIRATION OF A TIME PERIOD EQUAL TO THE PARITY TIME PERIOD DEFINED IN 1(28) OF THIS SUBTITLE.

(B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, AN EMPLOYEE DESCRIBED IN SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH:

1. ON THE 1ST ANNUAL ANNIVERSARY OF HIS OR HER REEMPLOYMENT, WILL AGAIN BECOME A CLASS C MEMBER;
2. IMMEDIATELY ON REEMPLOYMENT, WILL AUTOMATICALLY BE CREDITED WITH HIS OR

HER PRIOR CLASS C SERVICE FOR PERIODS BEFORE JULY 1, 2013; AND

3. WILL BE CREDITED WITH HIS OR HER PRIOR SERVICE FOR PERIODS ON OR AFTER JULY 1, 2013, AS FOLLOWS:

A. IMMEDIATELY ON REEMPLOYMENT, UNLESS BEFORE REEMPLOYMENT THE MEMBER RECEIVED THE VALUE OF HIS OR HER ACCUMULATED CONTRIBUTIONS UNDER SUBSECTION (K)(6)(I) OF THIS SECTION; OR

B. IF BEFORE REEMPLOYMENT THE MEMBER RECEIVED THE VALUE OF HIS OR HER ACCUMULATED CONTRIBUTIONS UNDER SUBSECTION (K)(6)(I) OF THIS SECTION, THEN ONLY IF THE MEMBER PURCHASES THE SERVICE CREDIT UNDER SUBSECTION (C)(6)(I) OF THIS SECTION.

(IV) [(ii)] Termination ON OR BEFORE JUNE 30, 2014, AND before earning vested benefit ♦ REEMPLOYMENT AFTER EXPIRATION OF PARITY TIME PERIOD.

(A) This subparagraph applies to any employee who:

1. was employed by the City on or before June 30, 2014;
2. terminated that employment [for more than 30 consecutive days] ON OR BEFORE JUNE 30, 2014, AND before earning a vested benefit under this System or another City retirement plan; and
3. is reemployed by the City on or after July 1, 2014, AND AFTER THE EXPIRATION OF A TIME PERIOD EQUAL TO THE PARITY TIME PERIOD DEFINED IN ♦ 1(28) OF THIS SUBTITLE.

(B) Notwithstanding any other provision of this subtitle, an employee described in sub-subparagraph (A) of this subparagraph:

1. shall make an election in accordance with ♦ 9.1 of this subtitle; and
2. based on that election, will become either:
 - a. a Class D member of this System, commencing on the 1st annual anniversary of his or her reemployment, and a hybrid member of the Retirement Savings Plan, commencing on the 180th day after the date on which his or her reemployment began; or
 - b. a non-hybrid member of the Retirement Savings Plan, commencing on the 180th day after the date on which his or her reemployment began.

(C) On commencement of participation [in the Retirement Savings Plan and, if applicable,] as a Class D member of this System, the employee will be credited with the prior service that she or he earned under this System or another City retirement system ONLY IF THE EMPLOYEE PURCHASES THE SERVICE CREDIT UNDER SUBSECTION (C)(6)(I) OF THIS SECTION.

(V) TERMINATION ON OR AFTER JULY 1, 2014, AND BEFORE EARNING VESTED BENEFIT ♦

REEMPLOYMENT NOT MORE THAN 180 DAYS LATER.

(A) THIS SUBPARAGRAPH APPLIES TO ANY EMPLOYEE WHO:

1. WAS EMPLOYED BY THE CITY ON OR BEFORE JUNE 30, 2014;
2. TERMINATED THAT EMPLOYMENT ON OR AFTER JULY 1, 2014, AND BEFORE EARNING A VESTED BENEFIT UNDER THIS SYSTEM OR ANOTHER CITY RETIREMENT PLAN; AND
3. IS REEMPLOYED BY THE CITY NOT MORE THAN 180 CONSECUTIVE DAYS AFTER TERMINATION.

(B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, AN EMPLOYEE DESCRIBED IN SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH:

1. IMMEDIATELY ON REEMPLOYMENT, WILL AGAIN BECOME A CLASS C MEMBER;
2. IMMEDIATELY ON REEMPLOYMENT, WILL AUTOMATICALLY BE CREDITED WITH HIS OR HER PRIOR CLASS C SERVICE FOR PERIODS BEFORE JULY 1, 2013; AND
3. WILL BE CREDITED WITH HIS OR HER PRIOR SERVICE FOR PERIODS ON OR AFTER JULY 1, 2013, AS FOLLOWS:

A. IMMEDIATELY ON REEMPLOYMENT, UNLESS BEFORE REEMPLOYMENT THE MEMBER RECEIVED THE VALUE OF HIS OR HER ACCUMULATED CONTRIBUTIONS UNDER SUBSECTION (K)(6)(I) OF THIS SECTION; OR

B. IF BEFORE REEMPLOYMENT THE MEMBER RECEIVED THE VALUE OF HIS OR HER ACCUMULATED CONTRIBUTIONS UNDER SUBSECTION (K)(6)(I) OF THIS SECTION, THEN ONLY IF THE MEMBER PURCHASES THE SERVICE CREDIT UNDER SUBSECTION (C)(6)(I) OF THIS SECTION.

(VI) TERMINATION ON OR AFTER JULY 1, 2014, AND BEFORE EARNING VESTED BENEFIT ♦ REEMPLOYMENT MORE THAN 180 DAYS LATER.

(A) THIS SUBPARAGRAPH APPLIES TO ANY EMPLOYEE WHO:

1. WAS EMPLOYED BY THE CITY ON OR BEFORE JUNE 30, 2014;
2. TERMINATED THAT EMPLOYMENT ON OR AFTER JULY 1, 2014, AND BEFORE EARNING A VESTED BENEFIT UNDER THIS SYSTEM OR ANOTHER CITY RETIREMENT PLAN; AND
3. IS REEMPLOYED BY THE CITY MORE THAN 180 CONSECUTIVE DAYS AFTER TERMINATION.

(B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, AN EMPLOYEE DESCRIBED IN SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH SHALL BE TREATED IN

ACCORDANCE WITH SUBPARAGRAPH (IV)(B) AND (C) OF THIS PARAGRAPH.

(m) Non-line-of-duty death benefit.

(2) Lump-sum death benefit.

(i) ♦Beneficiary♦ defined.

In this paragraph, ♦beneficiary♦ means the member♦s designated beneficiary or surviving spouse, [minor] children, or parents, as qualified and prioritized under subparagraph (v)(A)-(D) of this paragraph.

(3) 100% survivorship death benefit.

(v) Qualifications and priorities of potential beneficiaries.

(A) The benefit shall be paid as follows:

2. if the designated beneficiary is not one of the persons listed in [sub-subparagraph (A)] ITEM 1. of this SUB-subparagraph and that beneficiary predeceases the member, or if there is no designated beneficiary, then to the member♦s surviving spouse, to continue [during] FOR her or his lifetime.

(B) If a member designates a beneficiary other than one of the persons listed in sub-subparagraph [(A)] (A)1. of this subparagraph, and if that beneficiary does not predecease the member, the benefit provided by this paragraph is not payable.

(4) 40% survivorship death benefit.

(i) Definitions.

(B) Beneficiary.

♦Beneficiary♦ means the member♦s surviving spouse or [unmarried] minor children, as qualified and prioritized under subparagraph (v) of this paragraph[.].

(iv) Amount of benefit.

(A) The benefit shall be equal to 40% of the member♦s accrued service retirement benefit, calculated as provided in subsection (g)(1)(ii) or (4) of this section based on the member♦s average final compensation and years of service (and fractions of those years) as of the date of the member♦s death.

(B) The calculation required by sub-subparagraph (A) of this [paragraph] SUBPARAGRAPH shall be made with the assumption that the member had attained age 65 as of the date of his or her death[;]. [accordingly] ACCORDINGLY, the reduction [contained] DESCRIBED in subsection (g)(2)(ii) of this section does not apply.

(v) Qualifications and priorities of potential beneficiaries.

(A) The benefit shall be paid as follows:

1. to the member's designated beneficiary, if that designated beneficiary is:
 - a. the member's surviving spouse, to continue [during] FOR the spouse's lifetime or until [his or her remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or
 - b. the member's [unmarried] minor children, to be paid to each child, in equal shares, until that child [marries or] is no longer a minor, as defined in 47(h) of this article;
2. if the designated beneficiary is not one of the persons listed in sub-subparagraph (A) of this subparagraph and that beneficiary predeceases the member, or if there is no designated beneficiary, then to the member's surviving spouse, to continue [during] FOR the spouse's lifetime or until [his or her remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or
3. if there is no qualifying surviving spouse under sub-subparagraph (A) or (B) of this subparagraph, or if the surviving spouse [dies or] remarries BEFORE AGE 70 OR DIES, then to the member's [unmarried] minor children, to be paid to each child in equal shares until that child [marries or] is no longer a minor, as defined in 47(h) of this article.

(vi) Allocations among children.

For purposes of this paragraph, when a member's child [marries or] is no longer a minor and, consequently, ceases to receive benefits under this paragraph, each remaining [unmarried] minor child [will] SHALL THEN begin to receive, in addition to his or her existing benefit, an equal share of the benefit formerly paid to the other child. This process continues until the member's youngest child [marries or] is no longer a minor.

(n) Line-of-duty death benefit.

(4) Amount of benefit; Qualifications and priorities of potential beneficiaries.

On an award by the hearing examiner, the Board of Trustees shall pay:

(ii) a pension of 100% of the member's current compensation to:

(A) the member's surviving spouse, to continue [during] FOR the spouse's lifetime or until [his or her remarriage] THE SPOUSE REMARRIES BEFORE AGE 70, unless the member has designated his or her children as beneficiaries;

(B) the member's minor children, to be paid to each child in equal shares until that child is no longer a minor, as defined in 47(h) of this article, if:

1. the member designated his or her children as beneficiaries;
2. there is no surviving spouse on the date of the member's death; or

3. the surviving spouse, [has died or remarried] after having received benefits payments under [item 1] SUB-ITEM (A) of this [sub-subparagraph] ITEM (II), HAS REMARRIED BEFORE AGE 70 OR HAS DIED; or

(C) the member's surviving parents in equal shares, to continue during their lifetimes, if:

1. the member has not designated his or her children as beneficiaries;
2. there is no surviving spouse on the date of the member's death; and
3. the member has no minor children at the date of his or her death.

(5) Allocations among children or between parents.

(i) For purposes of [this] paragraph (4) OF THIS SUBSECTION, when a member's child is no longer a minor and, consequently, ceases to receive a benefit under [this] THAT paragraph, each remaining minor child shall then begin to receive, in addition to his or her existing benefit, an equal share of the benefit formerly paid to the other child. This process continues until the member's youngest child is no longer a minor.

(ii) For purposes of [this] paragraph (4) OF THIS SUBSECTION, if a member's line-of-duty death benefit is paid to both of the member's surviving parents and one parent dies, the remaining parent shall then begin to receive, in addition to his or her existing benefit, the benefit formerly paid to the deceased parent.

(p) Panel of hearing examiners.

(10) Hearings - Burden of proof.

(i) Disability benefit.

At the hearing on a claim for a disability benefit, the member has the burden of proving, by a preponderance of the evidence:

...

(C) that, under the relevant facts and circumstances, she or he otherwise meets all of the eligibility requirements [set by law] TO QUALIFY for the applicable benefit.

(11) Hearings ♦ Examiner's determination.

(ii) Non-line-of-duty disability benefit.

(A) If the claim is for non-line-of-duty disability benefits UNDER THIS SYSTEM, the hearing examiner shall determine whether the member's disability qualifies under subsection (h) of this section.

(B) IF THE CLAIM IS FOR NON-LINE-OF-DUTY DISABILITY BENEFITS UNDER THE ELECTED

OFFICIALS ♦ RETIREMENT SYSTEM, THE HEARING EXAMINER SHALL DETERMINE WHETHER THE MEMBER ♦S DISABILITY QUALIFIES UNDER ♦ 22(B) OF THIS ARTICLE.

(iii) Line-of-duty disability benefit.

(A) If the claim is for line-of-duty disability benefits UNDER THIS SYSTEM,, the hearing examiner shall determine whether the member ♦s disability qualifies under subsection (i) of this section.

(B) IF THE CLAIM IS FOR LINE-OF-DUTY DISABILITY BENEFITS UNDER THE ELECTED OFFICIALS ♦ RETIREMENT SYSTEM, THE HEARING EXAMINER SHALL DETERMINE WHETHER THE MEMBER ♦S DISABILITY QUALIFIES UNDER ♦ 22(C) OF THIS ARTICLE.

(v) Line-of-duty death benefit.

(A) If the claim is for line-of-duty death benefits UNDER THIS SYSTEM, the hearing examiner shall determine whether the member ♦s death qualifies under subsection (n) of this section.

(B) IF THE CLAIM IS FOR LINE-OF-DUTY DEATH BENEFITS UNDER THE ELECTED OFFICIALS ♦ RETIREMENT SYSTEM, THE HEARING EXAMINER SHALL DETERMINE WHETHER THE MEMBER ♦S DEATH QUALIFIES UNDER ♦ 22(G) OF THIS ARTICLE.

♦ 12. [Protection against fraud; validating] RECOVERY OF OVERPAYMENTS.

[(a) Any person who shall knowingly make any false statement, or shall falsify or permit to be falsified any records of this Retirement System in any attempt to defraud such system as a result of such act, shall be guilty of a misdemeanor, and shall be punishable therefor under the laws of the State of Maryland. Should any change or error in the records result in any member or beneficiary receiving from the Retirement System more or less than he would have been entitled to receive had the records been correct, the Board of Trustees shall correct such error, and as far as practicable, shall adjust the payments in such a manner that the actuarial equivalent of the payment to which such member or beneficiary was correctly entitled, shall be paid. Provided, however, that any overpayments of benefits which have been made or which may be made prior to April 19, 1974, by the Retirement System as a result of administrative errors, with the exception of overpayments resulting from the fraud or deliberate misrepresentation of a beneficiary or potential beneficiary, are hereby waived to the extent that they have not been recovered by the system before that date, and no request or demand for reimbursement thereof shall be made after April 19, 1974, upon any retired member or his beneficiary who shall have received same. No request or demand shall be made upon the Retirement system for the return of any such overpayments which may have been recovered by the system before April 19, 1974.]

[(b) Any member who was retired as of April 18, 1974, and who was receiving periodically paid retirement benefits, including supplemental payments, on that date, regardless of what basis was used for calculating the benefits, and even though the benefits may have been incorrectly determined, shall continue to receive such retirement benefits on April 19, 1974, and thereafter, subject to the conditions, deductions and limitations contained in this subtitle. Those receiving disability benefits, however, will still be subject to the offsets contained in this subtitle. Any surviving beneficiary of a member, who was retired and subsequently died before April 19, 1974, and which

beneficiary was receiving periodically paid retirement benefits, including supplemental payments, on April 18, 1974, regardless of what basis was used for calculating the benefits and even though the benefits may have been incorrectly determined, shall continue to receive such retirement benefits on April 19, 1974, and thereafter, subject to the conditions, deductions and limitations contained in this subtitle.]

IF THE BOARD OF TRUSTEES DETERMINES THAT A MEMBER OR BENEFICIARY HAS RECEIVED FROM THIS SYSTEM BENEFIT PAYMENTS THAT EXCEED THE AMOUNT TO WHICH THE MEMBER OR BENEFICIARY WAS ENTITLED, THE BOARD MUST TAKE ALL NECESSARY STEPS TO RECOVER THE OVERPAYMENT.

◆ 15. ADMINISTRATIVE APPEAL; JUDICIAL REVIEW.

(A) ADMINISTRATIVE APPEAL.

(1) RIGHT OF APPEAL.

ANY PERSON AGGRIEVED BY A DETERMINATION MADE OR ACTION TAKEN WITH RESPECT TO A PERSON'S ELIGIBILITY FOR MEMBERSHIP IN OR BENEFITS UNDER THIS SYSTEM MAY APPEAL THAT DETERMINATION OR ACTION TO THE BOARD OF TRUSTEES.

(2) WHEN AND HOW TAKEN.

A NOTICE OF APPEAL MUST BE FILED WITH THE BOARD WITHIN 1 YEAR OF THE DETERMINATION OR ACTION IN QUESTION.

(3) HEARING.

(I) ON RECEIPT OF A NOTICE OF APPEAL, THE BOARD MUST HOLD A HEARING ON THE APPEAL AS SOON AS ADMINISTRATIVELY PRACTICABLE.

(II) EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION OR BY RULE OR REGULATION OF THE BOARD:

(A) THE HEARING MUST BE CONDUCTED IN AN ORDERLY BUT INFORMAL MANNER; AND

(B) FORMAL RULES OF EVIDENCE AND TRIAL PROCEDURES DO NOT APPLY.

(4) COUNSEL.

(I) THE PERSON FILING THE APPEAL MAY BE REPRESENTED BY COUNSEL AT THE HEARING.

(II) THIS SYSTEM WILL BE REPRESENTED BY THE CITY SOLICITOR OR THE SOLICITOR'S DESIGNEE.

(5) WITNESSES.

ALL WITNESSES TESTIFYING AT THE HEARING MUST DO SO UNDER OATH OR BY AFFIRMATION, SUBJECT TO THE PENALTIES OF PERJURY.

(6) DECISION.

(I) AS SOON AS ADMINISTRATIVELY PRACTICABLE AFTER THE HEARING, THE BOARD MUST RENDER ITS DECISION AND NOTIFY THE PERSON FILING THE APPEAL OF THAT DECISION.

(II) IN ITS DECISION, THE BOARD MAY AFFIRM, MODIFY, OR REVERSE THE DETERMINATION OR ACTION FROM WHICH THE APPEAL WAS TAKEN.

(B) JUDICIAL REVIEW AND APPELLATE REVIEW.

(1) JUDICIAL REVIEW.

A PARTY AGGRIEVED BY A FINAL DECISION OF THE BOARD OF TRUSTEES UNDER SUBSECTION (A) OF THIS SECTION MAY SEEK JUDICIAL REVIEW OF THAT DECISION BY PETITION TO THE CIRCUIT COURT FOR BALTIMORE CITY IN ACCORDANCE WITH THE MARYLAND RULES OF PROCEDURE.

(2) APPELLATE REVIEW.

A PARTY TO THE JUDICIAL REVIEW MAY APPEAL THE COURT'S FINAL JUDGMENT TO THE COURT OF SPECIAL APPEALS IN ACCORDANCE WITH THE MARYLAND RULES OF PROCEDURE.

Subtitle ♦ Elected Officials♦ Retirement System

♦ 17A. Definitions.

(7) (ii) ♦Regular interest♦ for valuation purposes means:

(A) FOR FISCAL YEARS BEGINNING ON OR BEFORE JULY 1, 2015, interest at 7.25% per year, compounded annually;

(B) FOR FISCAL YEARS BEGINNING ON JULY 1, 2016, AND ON JULY 1, 2017, INTEREST AT 7.0% PER YEAR, COMPOUNDED ANNUALLY; AND

(C) FOR FISCAL YEARS BEGINNING ON OR AFTER JULY 1, 2018, INTEREST AT 6.75% PER YEAR, COMPOUNDED ANNUALLY.

(18) ♦Actuarial equivalent♦, for purposes of determining the amount of an optional retirement benefit under this subtitle, means a benefit of equivalent value when calculated using:

(I) regular interest for actuarial equivalent purposes; and

(II) MORTALITY ASSUMPTIONS BASED ON THE FOLLOWING TABLES:

(A) FOR RETIREMENTS EFFECTIVE ON OR BEFORE JUNE 30, 2016, the UP-84 mortality table with no set forward, except that in the case of disability retirements under this subtitle, the table is set forward 9 years; AND

(B) FOR RETIREMENTS EFFECTIVE ON OR AFTER JULY 1, 2016, THE RP-2000 MORTALITY TABLES FOR MALES AND FEMALES SET FORWARD 2 YEARS AND PROJECTED 15 YEARS USING 50% OF SCALE AA AND THEN BLENDED 50% FOR MALES AND FEMALES.

◆ 22. Benefits.

(e) Method of payment.

(1) Maximum retirement allowance.

....

(ii) On receipt of proper proof of death of a retired member receiving the maximum benefit, the Board of Trustees shall pay an amount equal to 40% of the retired member's retirement allowance as of the date of the retired member's death, to one of the following beneficiaries:

(A) if the retired member is survived by a spouse to whom the retired member was married for at least 1 year immediately before the retired member's retirement date, the benefit shall be paid to the surviving spouse, to continue for [life] THE SPOUSE'S LIFETIME or until [remarriage] THE SPOUSE REMARRIES BEFORE AGE 70; or

(B) if there is no qualifying surviving spouse or if the surviving spouse [dies or] remarries BEFORE AGE 70 OR DIES, then the benefit shall be paid to the retired member's minor children, in equal shares, to continue until the children are no longer [minor] MINORS, as defined in ◆ 47(h) of this article.

(g) Line-of-duty death benefit.

(2) Line-of-duty death benefit.

(i) On the receipt of a written application, proper proof of death, and an award by a hearing examiner of a line-of-duty death benefit, the Board of Trustees shall pay:

...

(B) a pension of 100% of the member's current annual compensation on the date of the member's death:

1. to the member's surviving spouse, to continue for [life] THE SPOUSE'S LIFETIME or [remarriage] UNTIL THE SPOUSE REMARRIES BEFORE AGE 70;

2. if there is no surviving spouse or if the surviving spouse [dies or] remarries BEFORE AGE 70 OR DIES, to the member's minor children to be paid to each child, in equal shares, until that child is no longer A minor, as defined in ◆◆47(h) of this article;

....

◆ 26. APPEAL AND JUDICIAL REVIEW.

(A) ADMINISTRATIVE APPEAL.

ANY PERSON AGGRIEVED BY A DETERMINATION MADE OR ACTION TAKEN WITH RESPECT TO A PERSON'S ELIGIBILITY FOR MEMBERSHIP IN OR BENEFITS UNDER THIS SYSTEM MAY APPEAL THAT DETERMINATION OR ACTION TO THE BOARD OF TRUSTEES UNDER THE PROCEDURES SET FORTH IN ◆ 15(A) OF THIS ARTICLE.

(B) JUDICIAL REVIEW AND ADMINISTRATIVE REVIEW.

(1) JUDICIAL REVIEW.

A PARTY AGGRIEVED BY A FINAL DECISION OF THE BOARD OF TRUSTEES UNDER SUBSECTION (A) OF THIS SECTION MAY SEEK JUDICIAL REVIEW OF THAT DECISION BY PETITION TO THE CIRCUIT COURT FOR BALTIMORE CITY IN ACCORDANCE WITH THE MARYLAND RULES OF PROCEDURE.

(2) APPELLATE REVIEW.

A PARTY TO THE JUDICIAL REVIEW MAY APPEAL THE COURT'S FINAL JUDGMENT TO THE COURT OF SPECIAL APPEALS IN ACCORDANCE WITH THE MARYLAND RULES OF PROCEDURE.

Subtitle ◆ General Provisions

◆ 47. Definitions.

(h) Minor child.

(1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, ◆[Minor] MINOR child◆ means the child of a member, former member, or retiree who:

(I) [(1)] has not attained [the] age [of] 18; or

(II) [(2)] if the child is a full-time student, as verified to the satisfaction of the [Administrator] EXECUTIVE DIRECTOR in accordance with [the] policies set by the Board of Trustees, has not attained [the] age [of] 22.

(2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, FOR PURPOSES OF ◆◆ 9, 9.2, AND 22 OF THIS ARTICLE, ◆MINOR CHILD◆ MEANS THE CHILD OF A MEMBER, FORMER MEMBER, OR RETIREE WHO:

(I) HAS NOT ATTAINED AGE 18; OR

(II) IF THE CHILD IS A STUDENT, AS VERIFIED TO THE SATISFACTION OF THE EXECUTIVE

DIRECTOR IN ACCORDANCE WITH POLICIES SET BY THE BOARD OF TRUSTEES, HAS NOT ATTAINED AGE 22.

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

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect when it is enacted.

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Council Bill 16-0634

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