

CITY OF NEW HAVEN

CITY EMPLOYEES RETIREMENT FUND

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CITY OF NEW HAVEN

CITY EMPLOYEES RETIREMENT FUND

WHEREAS, a defined benefit pension plan known as the City Employees Retirement Fund (the "Fund") was established and subsequently amended for the benefit of certain employees of the City of New Haven (the "City") pursuant to various Connecticut Special Acts and City Ordinances; and

WHEREAS, the provisions of the Fund have been amended from time to time by collective bargaining between the City and the following unions: Unit 34 of United Public Service Employees Union Local 424 ("Unit 34"), UE Local 222 CILU/CIPU, Local 71 ("Local 71"), Local 884 of the American Federation Of State, County And Municipal Employees ("Local 884"), and New Haven Management & Professional Management Union, Local 3144, Council 4, AFSCME, AFL-CIO ("Local 3144"); and

WHEREAS, the provisions of the Fund have been amended from time to time by collective bargaining between the New Haven Board of Education and the following unions: Unite Here Local 217, AFL-CIO ("Local 217"), and Board of Education Employees Local 287 of Council 4 AFSCME, AFL-CIO ("Local 287"), United Brotherhood of Carpenters and Joiners of America, Local 24 ("Local 24"), Brotherhood of Painters and Allied Trades, District Council 11 ("Local 186"), International Brotherhood of Electrical Workers, Local 90 ("Local 90") and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local 777 ("Local 777") (Local 24, Local 186, Local 90 and Local 777 shall be referred to aggregated as the "Trade Union(s)"); and

WHEREAS, the provisions of the Fund have been amended from time to time by the terms of an Executive Management and Confidential Employees Personnel and Procedures Manual (the "EMCE Manual") which has been duly adopted by the City for certain Executive Management and Confidential Employees whose employment with the City is not subject to collective bargaining; and

WHEREAS, the Fund is intended to constitute a "governmental plan" as defined in Code Section 414(d) and shall be interpreted in a manner that is consistent with such designation; and

WHEREAS, the City intends that the Fund comply with and be interpreted in a manner consistent with the provisions of the Internal Revenue Code of 1986, as amended, which are applicable to governmental plans; and

WHEREAS the City and the Pension Board wish to amend and restate the Fund document in its entirety, to reflect changes required by the IRS 2014 Cumulative List of Changes in Plan Qualification Requirements contained in Internal Revenue Service Notice 2014-77 and to reflect the current applicable collective bargaining agreements;

NOW THEREFORE, effective January 1, 2016, except as otherwise provided herein, the City and Retirement Board hereby amend and restate the City Employees Retirement Fund, as follows:

ARTICLE I

DEFINITIONS

1.1 "Actuarial Equivalence" shall mean a form of benefit under the terms of this Plan differing in time, period, or manner of payment from a specific benefit provided under the Plan but having the same value when computed using the mortality and interest factors set forth below:

- (a) The Interest assumption shall be 8.25%;
- (b) The Mortality Assumption shall be the Applicable Mortality Table under Code Section 417(e).

1.2 "Average Annual Rate of Pay" for purposes of computing the normal retirement annuity shall mean the greater of (a) or (b), below, except as provided in (c) through (d) below, except as provided in (e):

(a) the average of the best five (5) years (either actual earnings including overtime and longevity or the budgeted salary for the same five (5) years), whichever is greater, or

(b) the last fiscal year's budgeted salary.

(c) For Members of Unit 34, the computation of Average Annual Rate of Pay shall be based on such Member's basic rate of pay; provided that solely with respect for Unit 34 Members hired prior to December 3, 2014, total earnings including overtime, if greater, will be used for any year when such Member's contributions were based on such larger amount.

(d) For Members of Local 71, Local 88, Local 3144 and Employee Members, computation of Average Annual Rate of Pay shall be based on the Member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such Member's contributions were based on such larger amount.

(e) For Members of Local 287 who had less than ten (10) years of service as of November 26, 2011, Average Annual Rate of Pay shall mean the average of the best three (3) years of such Member's budgeted salary. Notwithstanding the foregoing, for Members of Local 287 who were hired on or after November 25, 2011, Average Annual Rate of Pay shall mean the best five (5) years of such Member's budgeted salary.

1.3 "Beneficiary" means a surviving spouse, child of a Member or the person designated by the Member, who is eligible to receive the benefits which are payable under the Plan upon or after the death of a Member.

1.4 The "Board of Alders", "Treasurer" and the "City/Town Clerk" mean, respectively, such Board or Officer of the City;

1.5 "City" shall mean the City of New Haven, Connecticut and shall include the City of New Haven Board of Education.

1.6 "Code" means the Internal Revenue Code of 1986, as amended, or replaced from time to time.

1.7 "Collective Bargaining Agreements" or "CBAs" shall mean the Agreement between the City and Unit 34, Local 71, Local 884, Local 3144, Local 217, Local 287 and the Trade Unions (all such Locals and the Trade Unions being aggregately referred to herein as the "Unions") including any amendments thereto, restatements thereof or any memoranda of understanding or stipulations which the City and Unions may enter into from time to time. CBAs shall also refer to any collective bargaining agreement which the City enters into with a union that is a successor union to the Unions.

1.8 "Compensation" except as otherwise provided herein shall mean all monies received or accrued, while an employee, from the City during a fiscal year ending June 30; being the sum, of the amounts of salary or wages regularly payable during such fiscal year, also including overtime pay and bonuses paid, and the value of maintenance, if any, other employee benefit plan now or hereafter adopted, with the exception, of any amount contributed by the City pursuant to a salary reduction agreement, which amount shall be included if such contributions are excluded from gross income by reason of Code Sections 125, 402(a)(8), 402(h), 403(b), 414(h)(2), 457 or effective for Plan Years commencing after January 1, 2001, Code Section 132(f)(4).

Annual Compensation taken into account under the Plan shall not exceed the "401(a)(17) Compensation Limit". For any plan year beginning after December 31, 2001, the 401(a)(17) Limit shall be \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual Compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to Annual Compensation for the determination period that begins with or within such calendar year.

For plan years beginning on or after January 1, 1994 and before January 1, 2002, the 401(a)(17) Compensation Limit shall mean the OBRA '93 annual compensation limit set forth in this provision. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months,

over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12

If compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current plan year, the compensation for that prior determination period is subject to the 401(a)(17) Compensation Limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first plan year beginning on or after January 1, 1994, the 401(a)(17) Compensation Limit is \$150,000.

1.9 "Conditional Member" means a Member who has terminated employment with the City and who has ceased to contribute to the Fund but who has retained eligibility rights for a deferred pension pursuant to the provisions of Article VI;

1.10 "Credited Service" shall mean, except as provided below, that number of full and fractional years (calculated on a daily basis) with respect to which a Member's Pay is reduced by the amounts provided in Article III.

(a) For Unit 34 Members service credit for absences due to work-related injuries shall be considered time actually worked. Unit 34 Members who receive such credit shall make such contribution as required under Article III based upon the amount paid by the City to make up the difference between the amount of Workers Compensation pay and the normal amount of weekly pay. In the event that there is no amount paid by the City to make up such difference, the Unit 34 Member shall make such contribution as required under the Plan as if the Unit 34 Member had received differential pay.

(b) For Local 287 Members service will be credited for retirement purposes for any period of time in which they are on leave due to an on-the-job injury and for which they receive Worker's Compensation benefits so long as the Members pay their contribution as required under Article III for the period of time during which they were out injured (subject to any cap in the Plan for total allowable Credited Service).

(c) Credited Service for Local 217 Members will not include any year in which the Local 217 Member has not been in actual service for at least eight (8) months.

(d) Credited Service for Local 287 Members will not include any year in which the Local 287 Member has not been in actual service for at least nine (9) months.

(e) Local 217 and Local 287 Members who are veterans of the U.S. armed forces shall be granted up to four years of Credited Service for their period of active duty service in the U.S. armed forces.

(f) Unit 34, Local 71, Local 884, Local 3144, Trade Union and EMC Employee Members shall receive Credited Service for those full and fractional years (calculated on a daily basis) during which a Member receives a disability benefit, provided such Member recovers from such disability, is rehired by the City and thereafter earns at least five (5) years of Credited Service.

(g) Notwithstanding anything contained herein to the contrary, in the event a Member separates from the City's service and receives a refund of his or her contributions pursuant to Article VI, the Member's Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the Member's Pay is reduced by the amounts provided in Article III, unless:

(1) The Member (except for Members of Local 287), within six (6) months of his or her return to the City's service, requests a reinstatement of his or her Prior Credited Service, if any:

(2) The Member's Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the Member last separated from the City's service and the date first following such separation on which the Member contributed to the fund pursuant to Article III; provided however, that this Section 1.10(g)(2) shall not apply to Members of Local 217 and Local 287; and

(3) The Member repays the latest refund together with three (3%) percent interest compounded annually.

In the event a Member satisfies all of the foregoing conditions his or her Credited Service shall consist of those full and fractional years (calculated on a daily basis) occurring after the latest such refund with respect to which the Member's Pay is reduced by the amounts provided in Article III plus his or her Prior Credited Service.

(h) For purposes of Section 1.10(g), the term "Prior Credited Service" shall mean those full and fractional years (calculated on a daily basis) with respect to which the latest refund was made.

(i) Credit shall be given for periods of military service in World War II, the Korean War or the Vietnam War subject to the following conditions: Any Member who after October 16, 1940, entered any branch of the armed forces of the United States or any service auxiliary thereto, or any civil emergency defense employment pursuant to requisition by the Federal or State Government, or any Member who shall enter such services while the United States is at war, and who has been or shall be re-employed by the City within six (6) months after the termination of such military service, shall qualify for credit for his or her period of military service, provided he resumes his or her participation in the Retirement Fund with an effective date antedating his or her entry into such service.

1.11 "Eligible Employee" means any General Fund Full-time Employee who is covered by any CBA defined in Section 1.7 and who is deemed eligible pursuant to such CBAs to be a participant in this Plan. "Eligible Employee" shall also include Executive Management and Confidential Employees ("EMC Employees") who are eligible to participate in the Plan pursuant to the provisions of the Executive Management and Confidential Employees Personnel and Procedures Manual. Eligible Employee shall not include any employee receiving benefits from or eligible for participation in any of the other pension or retirement funds sponsored by the City or the State of Connecticut. Eligible Employee shall also not include any employee in a bargaining unit whose CBA permits the employee to elect to participate in the Plan where such employee does not make the election in accordance with the provisions of the CBA.

1.12 "Executive Management and Confidential Employees Personnel and Procedures Manual" or "EMCE Manual" means the Personnel and Procedures Manual which has been duly adopted by the City for certain Executive Management and Confidential Employees whose employment with the City is not subject to collective bargaining, as it may be amended from time to time.

1.13 Full-time Employee means any permanent employee who works twenty (20) hours or more per week;

1.14 "Member" means an Eligible Employee who is enrolled in the Plan and making contributions to the Plan pursuant to Article III or who has qualified for a disability annuity or a retirement annuity by reason of age and service.

1.15 "Normal Retirement Date" shall mean the date under Section 4.1 when a Member first becomes eligible to make a written application to the Retirement Board for a normal retirement annuity based on Years of Credited Service.

1.16 "Pay of a Member" or "Pay" means all Compensation for services, but shall not include allowance for a motor vehicle or other transportation. Notwithstanding the foregoing, for Local 217 and Local 287 Members "Pay" shall mean all Compensation for services, including living quarters or maintenance, or both, as such figures as may be determined by the Board of Alders, but shall not include allowance for a motor vehicle or other transportation. Notwithstanding the foregoing, for Local 71 Members with less than ten (10) years of service as of July 1, 2010, "Pay" shall mean budgeted rate of pay, e.g. exclusive of overtime. Notwithstanding the foregoing, for Unit 34 Members hired on or after December 3, 2014, "Pay" for purposes of determining Member contributions under Article 3 shall mean basic (base) rate of pay excluding any overtime or other bonuses.

1.17 "Plan" or "Fund" means the City Employees Retirement Fund sponsored by the City of New Haven, Connecticut.

1.18 "Retirement Board" shall mean the board of trustees described in Article II of this Plan.

1.19 "Trust Agreement" shall mean the Trust Agreement between the City of New Haven and The Retirement Board, specifying powers of the Retirement Board as Trustees of the Fund not inconsistent with the provisions of the current CBAs, which Trust Agreement shall meet the requirements of Code Section 401(a).

1.20 "Vested Benefit" The retirement annuity provided by the Plan shall be non-forfeitable upon attainment of normal retirement age, qualification for early retirement or disability retirement, upon earning ten years of service or upon becoming a Conditional Member pursuant to Article VI. In the event that the City completely discontinues its contribution to the Fund, or the Fund is terminated or the Fund is partially terminated, all benefits of the affected Members shall become non-forfeitable regardless of years of Credited Service or any other provision concerning qualification for retirement annuities.

To the extent there are forfeitures of benefits under the provisions of the Plan, such forfeitures shall not increase any benefit of any Member of the Fund, but shall be applied to reduce the funding obligation of the City.

ARTICLE II

RETIREMENT BOARD

2.1 RETIREMENT BOARD

The Fund shall be administered by a Retirement Board of seven (7) trustees as follows: The Mayor and Controller of said City, ex officio, three (3) persons appointed by the Mayor, and two (2) trustees of the Fund nominated and elected by Members of the Fund (no more than one of which at any time shall be from the same Collective Bargaining Unit). The terms of appointed trustees of the Retirement Board shall be three (3) years, beginning on January first, the terms of one expiring at the end of each year. The terms of elected trustees of the Retirement Board shall be three (3) years, beginning on January first, said terms running concurrently. A trustee of the Retirement Board shall serve until his or her successor is named and has qualified, and the Mayor shall make such appointments to the Retirement Board as may be necessary to fill vacancies occurring during the term, except a vacancy in the positions of Member representatives which shall be filled by the Members of the Fund. No trustee of the Retirement Board shall incur any liability for any act done or omitted in the exercise of his or her duty, except due to his or her own willful misconduct and/or lack of good faith. The Retirement Fund shall indemnify and hold harmless each trustee of the Retirement Board for any and all claims or liabilities asserted against him by reason of his or her status as a trustee of the Retirement Board, except those claims or liabilities occasioned by his or her own willful misconduct and/or lack of good faith.

2.2. RETIREMENT FUND; ASSETS, ADMINISTRATION

(a) There is established a Fund to be known as the "City of New Haven, City Employees Retirement Fund" for the benefit of the Members as defined in this Plan. Said Fund shall consist of:

(1) All appropriations, gifts, or bequests made to the Fund from public or private sources for the purpose for which said Retirement Fund is established;

(2) All contributions by participating Members; and

(3) All assets of the Employees Retirement Fund of said City heretofore created by an Act approved April 28, 1937 and subsequent amendment thereof. The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to invest and reinvest the same in accordance with the provisions of the General Statutes governing the investment of Trust Funds. The Retirement Board may, by written certificate, approved by the Controller and accepted by the appointee and filed with the City/Town Clerk, appoint an incorporated bank or trust company doing business in said City as financial agent of the Retirement Board for such period as the Retirement Board may decide. Such appointee shall be, until otherwise ordered by the Retirement Board, the receiving and disbursing agent of the Retirement Board and the Fund. The Retirement Board may turn over to such appointee

the custody and possession of all or any part of the assets of said Fund to hold for and on account of the Retirement Board for such time as the Retirement Board may decide. For such services rendered by such appointee reasonable compensation shall be approved by the Retirement Board and paid to such appointee out of income of the Fund. All annuities and all repayments under this Plan and under any amendments hereof, shall be paid from the Fund.

(b) The Retirement Board shall submit annually to the Mayor of the City a schedule of estimated appropriations of money necessary for the administration of this Plan; and shall receive, control, manage and expend according to the provisions of this Plan all of the Fund, including any monies contributed by Members; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds

(c) The Retirement Board shall determine the eligibility of a Member of the Fund and his or her rights under this Plan; shall make bylaws and regulations not inconsistent with law for the administration of this Plan; shall hire and dismiss any employees necessary for the proper administration of this Plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical services when, in the judgment of the Retirement Board, it shall be advisable.

2.3 PAYMENT BY CITY

The City of New Haven shall pay to the Retirement Board such amounts to fund the benefits provided by this Plan as shall be determined by the Retirement Board based on sound actuarial principles. For each fiscal year the City's payments shall be a percentage of the estimated total payroll of all participating Members of the Fund. The City's payment shall also include the total administrative and other expenses of the Retirement Fund for each year.

2.4 ANNUAL REPORTS OF RETIREMENT BOARD

The Retirement Board shall report annually to the Board of Alders of the City on the condition of the Fund.

2.5 ACCOUNTS & RESERVES

The Retirement Board shall maintain proper accounts and actuarial reserves for all benefits provided by this Plan. These actuarial reserves shall include the following items:

(a) A reserve to cover future payments on retirement annuities granted due to age and service;

(b) A reserve to cover future payments on annuities granted due to disability;

and (c) A reserve to cover future payments of benefits granted to survivors;

(d) The balance representing the remainder of the accumulated contributions made by the Members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this Plan.

2.6 ACTUARIAL VALUATION

A complete valuation shall be made periodically (but at least bi-annually) by a qualified actuary in order to determine the amount of the reserve prescribed in Section 2.5 of this Article and the City's contributions prescribed in Sections 2.2 and 2.3 of this Article.

ARTICLE III

EMPLOYEE CONTRIBUTIONS AND PARTICIPATION REQUIREMENTS

3.1 UNIT 34

For Unit 34 Members, the rate of contributions shall be eight percent (8%) of Pay effective July 1, 2013, and shall increase to nine percent (9%) of Pay effective July 1, 2014, such percentage to be deducted from each eligible participating Member's Pay and transmitted to the Retirement Board.

3.2 LOCAL 71

For Local 71 Members, the rate of contributions shall be eight and one-half percent (8.5%) of Pay effective July 1, 2013, and shall increase to nine percent (9%) of Pay effective July 1, 2014, such percentage to be deducted from each eligible participating Member's Pay and transmitted to the Retirement Board.

3.3 LOCAL 884

For Local 884 Members, the rate of contributions shall be eight percent (8%) of Pay effective September 9, 2012, and shall increase to nine percent (9%) of Pay effective July 1, 2013, such percentage to be deducted from each eligible participating Member's Pay and transmitted to said Board.

3.4 LOCAL 3144 and EMC Employees

For Local 3144 Members, the rate of contributions shall be nine percent (9%) of Pay effective July 1, 2013, and shall increase to ten percent (10%) of Pay effective July 1, 2014, such percentage to be deducted from each eligible participating Member's Pay and transmitted to the Retirement Board. EMC Employee Members shall pay the greater of the contribution rate for Local 3144 or the FICA Rate.

3.5 LOCAL 217

The rate of Local 217 contributions for Members shall be five percent (5%) of Pay to be deducted from each eligible participating Member's Pay and transmitted to the Retirement Board.

3.6 LOCAL 287

For Local 287 Members, the rate of contributions for Local 287 Members shall be seven and one-half percent (7.5%) of Pay, and shall increase to nine percent (9.0%) of Pay effective July 1, 2012, such percentage to be deducted from each eligible participating Member's Pay and transmitted to the Retirement Board.

3.7 TRADE UNIONS

For Trade Union Members, the rate of contributions shall be eight percent (8%) of Pay for effective July 1, 2013, eight and one-half percent (8.5%) effective July 1, 2014; nine percent (9%) effective July 1, 2015; and nine and one-half percent (9.5%) effective July 1, 2016, such percentage to be deducted from each eligible participating Member's Pay and transmitted to the Retirement Board.

3.8 PICK UP

Effective July 1, 2003 the Members' total contributions under Section 3.1 through 3.7 shall be tax deferred by reason of the City's picking up such contributions under Code Section 414(h)(2).

ARTICLE IV

NORMAL AND EARLY RETIREMENT BENEFITS

4.1 NORMAL RETIREMENT AGE

A Member shall be deemed to have attained his or her Normal Retirement Age and be eligible for retirement upon the satisfaction of the earlier of (a) and either (b) or (c), as applicable:

(a) Completion of ten (10) years of Credited Service for the City and attainment of age sixty five (65) (sixty [60] years if he became a participating Member before July 1, 1974).

(b) With respect to any Local 217 Member; any Local 884 Member, Unit 34 Member, Local 71 Member, or Trade Unions Member who had completed at least ten (10) years of service as of July 1, 2010; any Local 287 Member who had completed at least ten (10) years of service as of November 25, 2011; or any Local 3144 Member or EMC Employee Member who had completed at least ten (10) years of service as of July 1, 2013; when the sum of his or her age and years of Credited Service for the City equals or exceeds eighty (80).

(c) With respect to any Local 884 Member, Unit 34 Member, Local 71 Member, or Trade Unions Member who had not completed at least ten (10) years of service as of July 1, 2010; any Local 287 Member who had not completed at least ten (10) years of service as of November 25, 2011; or any Local 3144 Member or EMC Employee Member who had not completed at least ten (10) years of service as of July 1, 2013; when the sum of his or her age and years of Credited Service for the City equals or exceeds eighty-five (85), provided he or she has also attained age sixty-two (62).

4.2 RETIREMENT ANNUITY

(a) For Members retiring by reason of age and service pursuant to the terms of Section 4.1, the normal retirement annuity shall be calculated at a rate of two percent (2%) of the Member's Average Annual Rate of Pay as defined in Section 1.2 for each year of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his or her Average Annual Rate of Pay. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. Notwithstanding the foregoing, a minimum annual pension will be paid under this Section 4.2(a) in the amount of two thousand dollars (\$2,000.00) or eighty percent (80%) [seventy percent (70%) for Local 884 Members, Local 3144 Members and Trade Unions Members] of the Member's annual rate of Pay at the time of his or her retirement, whichever is smaller.

(b) Any elected official whose period in office expires or elected official or appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of Credited Service shall subsequently receive, commencing upon the attainment of the age of sixty

(60) or upon qualification for disability annuity according to the provisions of Article V, an annuity for life equal to forty percent (40%) of the greater of (i) the last fiscal year budgeted salary or (ii) his or her Average Annual Rate of Pay plus two percent (2%) of such Average Annual Rate of Pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his or her Average Annual Rate of Pay. Nothing herein precludes an elected or appointed official from retiring upon attainment of his or her Normal Retirement Age pursuant to the provisions of Section 4.1; provided, however, that the normal retirement annuity for such elected or appointed official will be computed pursuant to this Section 4.2(b).

(c) Any appointed official who is a Local 3144 Member or a Local 71 Member and whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, after completion of ten (10) years of service and attainment of the age of forty-five (45) shall subsequently receive, commencing upon the attainment of the age of sixty-five (65) or upon qualification for disability annuity according to the provisions of Article 5, an annuity for life equal to forty percent (40%) of his or her Average Annual Rate of Pay, plus 2% of his or her Average Annual Rate of Pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed fifty percent (50%) of his or her Average Annual Rate of Pay. This paragraph does not apply EMC Employee Members.

4.3 EARLY RETIREMENT

(a) Any (i) active Unit 34, Local 71, Local 884, Local 3144, Trade Unions or EMC Employee Member or (ii) Unit 34, Local 71, Local 884, Local 3144, Trade Unions or EMC Employee Member Conditional Member who was covered by the having ten (10) or more years of Credited Service, or (iii) Unit 34, Local 71, Local 884, Local 3144, Trade Unions or EMC Employee Member whose disability benefits are terminated by reasons of his or her recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he or she would first become eligible for normal retirement pursuant to Section 4.1, in the case of an active Member; or would have become eligible for normal retirement pursuant to Section 4.1(a) in all other situations covered by this Section 4.3(a) had he or she remained in the City's employ. In such event his or her annuity, as determined under Section 4.2 or Section 6.2, as the case may be, shall be reduced in amount by two percent (2%); or three and one-half percent (3.5%) for Unit 34 Members, Local 884 Members, and Trade Union Members with less than ten (10) years of service (including new hires) as of July 1, 2010, or three and one-half percent (3.5%) for Local 71 Members, Local 3144 Members and EMC Employee Members hired on or after July 1, 2013; for each full year by which his or her early retirement date precedes the earliest eligibility date for normal retirement pursuant to Section 4.1, in the case of an active Member, or Section 4.1(a) in all other situations covered by this Section 4.3(a) with a further proportionate reduction for any fraction of a year.

(b) Any elected or appointed official whose period in office expires or elected official or appointed official who is eligible to retire pursuant to Section 4.2(b) may elect early retirement on any date which is ten (10) or fewer years prior to the date

on which he or she would first become eligible for normal retirement pursuant to Section 4.2(b). In such event his or her annuity, as determined under Section 4.2(b) shall be reduced in amount by two (2%) percent for each full year by which his or her early retirement date precedes the earliest eligibility date for normal retirement pursuant to Section 4.2(b) with a further proportionate reduction for any fraction of a year.

(c) Any active Local 217 or Local 287 Member may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he or she: would first become eligible for normal retirement pursuant to Section 4.1, in the case of an active Member; or would have become eligible for normal retirement pursuant to Section 4.1(a) in all other situations covered by this Section 4.3(c) had he remained in the City's employ. In such event his or her annuity, as determined under Section 4.2 or Section 6.2, as the case may be, shall be reduced in amount by four (4%) percent (6% for Members of Local 287 with less than ten (10) years of service as of November 25, 2011) for each full year by which his or her early retirement date precedes the earliest eligibility date for normal retirement pursuant to Section 4.1, in the case of an active Member, or Section 4.1(a) in all other situations covered by this Section 4.3(c) with a further proportionate reduction for any fraction of a year.

4.4 ALTERNATE RETIREMENT BENEFITS

(a) Any Member who is not eligible to receive a Normal Retirement benefit pursuant to Section 4.2 or disability benefit under Article V and who, after reaching the age of fifty-five years and being a Member of the Retirement Fund at the time, and after at least fifteen (15) years of Credited Service is obligated to retire involuntarily from such service, which involuntary retirement is not due to malfeasance or misfeasance in office, shall receive an annual retirement benefit equal to forty percent (40%) of his or her Average Annual Rate of Pay, plus two percent (2%) of his or her Average Annual Rate of Pay, for each full or fractional year of Credited Service in excess of fifteen (15) years but in no event more than fifty percent (50%) of his or her Average Annual Rate of Pay. To receive a retirement benefit pursuant to this Section 4.4(a) a Member must make written application to the Retirement Board within one year after such involuntary retirement.

(b) Any Local 217 and Local 287 Member who qualifies for benefits under Section 4.4(a) and who has at least twenty-five (25) years of service may elect an alternative benefit in the form of an annuity for life commencing at age sixty-five, or upon qualification for a disability annuity under Article V of the Plan, in an amount determined as two percent (2%) of the Member's Average Annual Rate of Pay for each year of his or her total service, provided such annuity shall not exceed seventy percent (70%) of such Average Annual Rate of Pay and provided the Member may elect to have said alternative form of annuity commence at any earlier age after the age of fifty-five, but in such event the amount of annuity will be reduced so as to be equivalent in present value to the annuity payable at the age of sixty-five on the basis of the interest and mortality tables used for determining actuarial reserves for the Retirement Fund.

4.5 ILLEGAL CONDUCT

Any EMC Employee Member who engages in illegal conduct performed while acting as if the actions are under the color of law or in the course and scope of his or her employment or during which time the EMC Employee Member was being paid to perform work for the City and is in fact terminated from employment by the City for such conduct, shall forfeit his or her rights to all pension and other retirement benefits under this Plan to the extent consistent with applicable law and shall only be allowed to recover funds that said Member actually contributed to this Plan plus interest as determined by the Retirement Board.

ARTICLE V

DISABILITY RETIREMENT BENEFITS

5.1 DISABILITY RETIREMENT

Any Member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of this Article V. Any Member, irrespective of the duration of his or her employment, who is permanently disabled from performing duties of the nature required by his or her job which disability arises out of or in the course of his or her employment by the City shall be eligible for retirement on account of disability according to the provisions of this Article V.

5.2 DETERMINATION OF DISABILITY FOR UNIT 34, LOCAL 71, LOCAL 884, LOCAL 3144, TRADE UNIONS OR EMC EMPLOYEE MEMBERS

(a) Any Member of the Retirement Fund after ten (10) years of Credited Service for the City, is permanently disabled from performing duties of the nature required by his or her job; or, irrespective of the duration of his or her employment, suffers such a disability which is shown to the satisfaction of the Retirement Board to have arisen out of or in the course of his or her employment by the City, as defined in the Worker's Compensation Act, shall be entitled to an annuity in an amount determined pursuant to Section 5.3; provided satisfactory proof of such disability shall be submitted to the Retirement Board. In the event a Member of Local 884 or a Member of the Trade Unions is separated from service pursuant to the City's Worker's Compensation Return to Work II program, that employee shall be considered disabled as a result of his/her employment with the City of New Haven. As such, the employee shall be automatically eligible for a disability annuity, provided the employee meets all other requirements.

(b) The Retirement Board shall cause examinations to be made by at least two (2) impartial medical examiners to initially verify the existence of such disability.

(c) The Retirement Board may, from time to time, call for similar medical evidence that the Member continues to be permanently disabled. Such Member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the disability for which the Member is receiving an annuity no longer exists, the Retirement Board shall thereupon order a discontinuance of all such annuities payable to such Member, effective on the date which is ninety (90) days after the Retirement Board concludes that the disability no longer exists.

(d) Each Member whose benefits are terminated in accordance with Section 5.2(c) shall, regardless of the number of his or her years of Credited Service, thereafter be entitled to those benefits provided in Sections 4.3 or 6.1.

(e) Any disability annuity which is approved by the Retirement Board under Sections 5.2 and 5.3 shall be subject to adjustment on account of the Member's earnings from employment or self-employment of any kind and his or her pension shall be discontinued unless he or she files with the Retirement Board annually before April 30th a sworn statement of such earnings for the preceding calendar year as shown in his or her federal income tax return. The reduction in his or her disability annuity shall equal fifty (50%) percent of any excess of his or her earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00). But in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled Member attains the age of sixty five.

5.3 COMPUTATION OF DISABILITY RETIREMENT BENEFIT FOR UNIT 34, LOCAL 71, LOCAL 884, LOCAL 3144, TRADE UNIONS OR EMC EMPLOYEE MEMBERS

(a) For Members retiring by reason of disability arising out of and in the course of employment, as defined in the Worker's Compensation Act the Retirement Board shall pay to each eligible Member an annuity for life in an amount determined as two percent (2%) of the Member's Average Annual Rate of Pay for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his or her Average Annual Rate of Pay . Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. Notwithstanding the foregoing, a minimum annual pension will be paid under this Section 5.3(a) in the amount of two thousand dollars (\$2,000.00) or eighty percent (80%) [seventy percent (70%) for Local 884 Members, Local 3144 Members and Trade Unions Members] of the employee's annual rate of Pay at the time of his or her retirement whichever is smaller. Any annuity payable by reason of such disability other than annuities payable under this Section 5.3(a) to Members of Local 3144 and the Trade Unions shall not be less than one-half of the Member's annual rate of Pay at the time of disability.

(b) For Members retiring by reason of disability arising after the completion of ten (10) years of Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible Member an annuity for life in an amount determined as two percent (2%) of the Member's Average Annual Rate of Pay for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his or her Average Annual Rate of Pay Such annuity shall be paid monthly at the rate of one-twelfth of the annual amounts so determined. Notwithstanding the foregoing, a minimum annual pension will be paid under this Section 5.3(b) in the amount of two thousand dollars (\$2,000.00) or eighty percent (80%) [seventy percent (70%) for Local 884 Members, Local 3144 Members and Trade Unions Members] of the Member's annual rate of Pay at the time of his or her disability, whichever is smaller. Any annuity payable by reason of such disability shall not be less than one-half of the Member's annual rate of Pay at the time of disability.

(c) For Members retiring by reason of disability arising after the completion of ten (10) years of Credited Service which is a result of a pre-existing medical condition at the date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible Member an annuity for life in an amount determined as two percent (2%) of the Member's Average Annual Rate of Pay for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his or her Average Annual Rate of Pay. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. Notwithstanding the foregoing, a minimum annual pension will be paid under this Section 5.3(c) in the amount of two thousand dollars (\$2,000.00) or eighty percent (80%) [seventy percent (70%) for Local 884 Members, Local 3144 Members and Trade Unions Members] of the Member's annual rate of Pay at the time of his or her disability, whichever is smaller. Any annuity payable by reason of such disability to Unit 34 Members shall not be less than one half of the Member's annual rate of Pay at the time of disability.

(d) For any one of these Members whose period of credited membership shall have commenced after his or her fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his or her annual rate of Pay at the time of disability; this percentage is to be determined by multiplying two (2%) percent by the number of years of membership which he or she could have accumulated up to his or her sixty-fifth birthday if he were able to continue his or her employment for the City until that date.

5.4 DETERMINATION OF DISABILITY FOR LOCAL 217 AND LOCAL 287 MEMBERS

(a) Any Member who, after ten (10) years of Credited Service for the City, is permanently disabled from performing duties of the nature required by his or her job or, irrespective of the duration of his or her employment, suffers such a disability which is shown to the satisfaction of the Retirement Board to have arisen out of or in the course of his or her employment by the City, as defined in the Worker's Compensation Act, shall be entitled to be granted an annuity in an amount determined pursuant to Section 5.5 on the basis of the completed years of service, provided proof of such disability is submitted to the Retirement Board.

(b) The Retirement Board shall cause examinations to be made by at least two (2) impartial medical examiners to initially verify the existence of such disability.

(c) The Retirement Board may, from time to time, call for similar medical evidence that the Member continues to be permanently disabled. Such Member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the disability for which the Member is receiving an annuity no longer exists, the Retirement Board shall thereupon order a discontinuance of all such annuities payable to such Member.

(d) Each Member of Local 217 whose benefits are terminated in accordance with Section 5.4(c) shall be entitled to a distribution of any excess of his total contributions over the amount of disability annuity paid. Each Member of Local 287 whose benefits are terminated in accordance with Section 5.4(c) shall be entitled to, any benefits he or she is eligible to receive under Article VI.

(e) Any disability annuity which is approved by the Retirement Board under Sections 5.4 and 5.5 shall be subject to adjustment on account of the Member's earnings from employment or self-employment of any kind and his or her pension shall be discontinued unless he files with the Retirement Board annually before April 30th a sworn statement of such earnings for the preceding calendar year as shown in his or her federal income tax return. The reduction in his or her disability annuity shall equal fifty (50%) percent of any excess of his or her earnings in the preceding calendar year over the amount which a Social Security Beneficiary is entitled to earn without causing a reduction in his or her Social Security benefits. But in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled Member attains the age of sixty five.

5.5 COMPUTATION OF DISABILITY RETIREMENT BENEFIT FOR LOCAL 217 AND LOCAL 287 MEMBERS

(a) Members who are determined to be permanently disabled under Section 5.4 shall be eligible for an annuity for life in an amount determined as two percent (2%) of the Member's Average Annual Rate of Pay for each year of his or her total service, provided such annuity shall not exceed seventy percent (70%) of his or her Average Annual Rate of Pay. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. Notwithstanding the foregoing, a minimum annual pension will be paid pursuant to this Section 5.5(a) in the amount of one thousand dollars (\$1,000.00) or eighty percent (80%) of the Member's annual rate of Pay at the time of his or her retirement, whichever is smaller. Any annuity payable by reason of such disability provided such disability was not incurred as the result of any other gainful employment shall not be less than one-half of the Member's annual rate of Pay at the time of disability.

(b) For Local 217 Members whose period of credited membership shall have commenced after his or her fortieth birthday the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his or her annual rate of Pay at the time of disability; this percentage is to be determined by multiplying two (2%) percent by the number of years of membership which he could have accumulated up to his or her sixty-fifth birthday if he were able to continue his or her employment for the City until that date.

5.6 EFFECT OF WORKERS COMPENSATION

Any Member receiving payments under the Worker's Compensation Act shall not, at the same time, receive an annuity provided by the Retirement Fund, except to the extent that such annuity for each month exceeds the Worker's Compensation benefit payable for the same month. If payment of an award or stipulation under the Worker's Compensation Act has been made, and the time covered by such award or stipulation has ended, the Member may thereafter receive annuities under the Retirement Fund to the extent that he or she is otherwise qualified to participate in the Retirement Fund at the time.

ARTICLE VI

TERMINATION BEFORE RETIREMENT

6.1 TERMINATION OF EMPLOYMENT PRIOR TO COMPLETION OF TEN YEARS OF SERVICE

(a) Withdrawal of contributions of a Member shall not be permitted except in the event of discontinuance of employment. In the event of such discontinuance, the Retirement Board shall pay, upon request, to the Member or to his or her representative, designated or otherwise, an amount equal to his or her total contributions to the Retirement Fund without regard to the amount of his or her Credited Service. If the withdrawing Member has ten (10) or more years of Credited Service he or she shall receive his or her total contributions plus 3% interest compounded annually in lieu of any other pension benefits.

(b) If a Member discontinues employment prior to earning ten (10) or more years of Credited Service the Retirement Board, in its sole discretion, may pay to the Member, or to his or her representative, designated or otherwise, an amount equal to his or her total contributions to the Retirement Fund without interest. Notwithstanding the foregoing, no distributions of total contributions will be made to Members of Local 217 and 287 in the absence of a request from the Member.

(c) A Member whose disability benefits are terminated by reason of the Member's recovery pursuant to 5.2(c) and a Member of Local 287 whose disability benefits are terminated by reason of the Member's recovery pursuant to 5.4(c) shall be entitled to any benefits under this Article VI for which he or she is otherwise eligible. Each Member of Local 217 whose benefits are terminated in accordance with Section 5.4(c) shall only be entitled to a distribution of any excess of his or her total contributions over the amount of disability annuity paid. Notwithstanding anything in this Section to the contrary, the Retirement Board shall not have the authority to pay any such Member the amount of his or her total contributions to the Retirement Fund except upon such Member's request.

6.2 TERMINATION OF EMPLOYMENT AFTER COMPLETION OF TEN OR MORE YEARS OF SERVICE

(a) In the event of a discontinuance of employment after ten (10) or more years of Credited Service, and provided he or she does not qualify for greater benefits under the provisions of Article IV, any terminating Member who does not request a refund of his or her contributions will be retained as a Conditional Member and will be eligible for a deferred pension commencing when he or she attains age sixty five (65) or upon such earlier date as may be elected by the Member pursuant to Section 4.3. Such deferred pension shall be for an amount determined as two percent (2%) of the Conditional Member's Average Annual Rate of Pay for each year of Credited Service, subject to a maximum of seventy percent (70%) of such Average Annual Rate of Pay and reduced as provided in Section 4.3, if applicable. Such

Conditional Member and his or her survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members under this Plan. Any changes in the benefits and/or eligibility requirements for such benefits prescribed in this Section 6.2(a) which are adopted after a Conditional Member has discontinued his or her employment with the City shall not apply to such Conditional Member.

ARTICLE VII
DEATH BENEFITS

7.1 Unit 34, Local 71, Local 884, Local 3144, Trade Unions or EMC Employee Members

(a) In the event of a Member's or a Conditional Member's death, the Retirement Board shall pay to his or her beneficiary or to his or her estate if no named beneficiary is surviving, an amount equal to the excess, if any, of his or her total contributions over the total of any annuity payments made to him or her.

(b) In the event that a Member (other than a Conditional Member) is survived by a surviving spouse or child or children under age eighteen (18) the Retirement Board shall, in lieu of such repayment of contributions pursuant to Section 7.1(a), pay the survivorship benefits provided in Section 7.1(c) through 7.1(h). If the total benefit payments to such Member and his or her surviving widow or widower and children shall be less than the amount of his or her total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

(c) Upon the death of a Member who has participated in the Retirement Fund for a period of not less than six (6) months or who had been retired by reason of age and service, or by reason of disability, there shall be paid to or on account of his or her surviving child or children under eighteen years of age, and to his or her surviving spouse, monthly benefits consistent with the following table:

Monthly Benefit

Average Annual Pay	Surviving Spouse Only	Surviving Spouse and One Child	Surviving Spouse and Two or More Children	One Child	Two Children	Three or More Children
\$2,400	\$130	\$200	\$200	\$70	\$140	\$200
3,000	140	225	250	85	170	250
3,600	150	250	300	100	200	300
4,200	160	270	320	110	220	320
4,800	170	290	340	120	240	340
5,400	180	310	360	130	260	360
6,000	190	330	380	140	280	380
6,600	195	345	400	150	300	400
7,200	200	360	420	160	320	420
7,800	200	370	440	170	340	440
8,400	200	375	460	175	350	460
9,000	200	380	480	180	360	480
9,600	205	390	500	185	370	500

10,200	210	400	525	190	380	525
10,800	215	410	550	195	390	550
11,400	220	420	575	200	400	575
12,000	225	430	600	205	410	600
12,600	230	440	625	210	420	625
13,200	235	450	650	215	430	650
13,800	240	460	675	220	440	675
14,400	245	470	700	225	450	700
15,000	250	480	725	230	460	725
15,600	255	490	750	235	470	750
16,200	260	500	775	240	480	775
16,800	265	510	800	245	490	800

In the event that payments are made pursuant to this Section to surviving children under eighteen years of age who are represented by more than one legal guardian, such payments shall be apportioned among such guardians in proportion to the number of children represented by each guardian, respectively.

(d) "Average Annual Pay" as used in computing survivorship benefits shall mean the average rate of Pay received by the deceased Member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject to a maximum of sixteen thousand eight hundred dollars (\$16,800.00) [twelve thousand dollars (\$12,000) for Unit 34 Members] for such average annual Pay. Notwithstanding the foregoing, for Local 71 Members with less than ten (10) years of service as of July 1, 2010, the Average Annual Pay shall mean the budgeted rate of pay, e.g. exclusive of overtime.

(e) Upon the death of a Member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum monthly benefit will be paid to his or her qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the Member would have been entitled if he had been permanently disabled on the date of his or her death, or fifty percent (50%) of the amount of his or her actual monthly annuity in the case of a Member who has been receiving retirement or disability benefits from the Fund.

(f) In order to qualify for benefits under this Section a surviving spouse must have been married to the deceased Member at the time of his or her death and if such Member had been retired due to age and service or disability must have been married to him or her at the time of retirement. Proof of dates of birth of the children must be submitted before payment of benefits under this Section.

(g) The benefits in Section 7.1(b) through 7.1(h) shall no longer apply should such surviving spouse remarry. In such cases he or she shall receive only such benefits as are payable to his or her children alone.

(h) Effective July 1, 1986, any Member who dies while still an active employee, the survivor benefit shall be calculated by treating said deceased Member as if he or she retired on the date of death and then giving the surviving spouse 50% of what the retirement annuity would have been.

7.2 LOCAL 217 AND LOCAL 287 MEMBERS

(a) In the event of a Member's or a Conditional Member's death the Retirement Board shall pay to his or her beneficiary, or to his or her estate if no named beneficiary is surviving, an amount equal to the excess, if any, of his or her total contributions over the total of any annuity payments made to him.

(b) In the event that a Member (other than a Conditional Member) is survived by a surviving spouse or child or children under age eighteen, the Retirement Board shall, in lieu of such repayment of contributions pursuant to Section 7.2(a), pay the survivorship benefits provided in this Section 7.2(b) through 7.2(e). If the total benefit payments to such Member and his or her surviving spouse and children shall be less than the amount of his or her total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

(c) Upon the death of a Member who has participated in the Retirement Fund for a period of not less than six (6) months or who had been retired by reason of age and service, or by reason of disability, there shall be paid to or on account of his or her surviving child or children under eighteen years of age, and, to his or her surviving spouse, monthly benefits consistent with the following table:

Monthly Benefit

Average Annual Pay	Surviving Spouse Only	Surviving Spouse and One Child	Surviving Spouse and Two or More Children	One Child	Two Children	Three or More Children
\$1,800	\$100	\$150	\$150	\$53	\$106	\$150
2,400	100	162	200	62	124	186
3,000	100	172	244	72	144	216
3,600	100	181	262	81	162	243
4,200	100	190	270	90	180	270
4,800	100	200	280	100	200	280
5,400	105	210	290	105	210	290
6,000	110	220	300	110	220	300

(d) "Average Annual Pay," as used in computing survivorship benefits under this Section 7.2, shall mean the average annual rate of Pay received by the deceased Member for the final five (5) years of his or her service or employment by the

City, or the duration of such service or employment if less than five (5) years, subject to a maximum of six thousand dollars (\$6,000.00) for such average annual Pay.

(e) Upon the death of a Member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement annuity by reason of age and service, a minimum monthly benefit will be paid to his or her qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty per cent (50%) of the amount of the monthly annuity to which the Member would have been entitled if he or she had been permanently disabled on the date of his or her death, or fifty per cent (50%) of the amount of his or her actual monthly annuity in the case of a Member who has been receiving retirement or disability benefits from the Fund. The minimum monthly benefit when payable to a surviving spouse of a Local 217 Member without qualified child or children in his or her care shall be further reduced in amount by two percent (2%) for each year that the age of the surviving spouse is less than the age of the deceased Member.

(f) In order to qualify for benefits under this section a surviving spouse who does not have children of the deceased Member under eighteen years of age in his or her care must have resided with the Member, except through no fault of his or her own, at the time of the Member's death and, if such Member had been retired due to age and service or disability, must have been married to the Member at the time of his or her retirement. Proof of dates of birth of the surviving spouse and children must be submitted before payment of benefits under this section.

(g) Any such surviving spouse, on his or her remarriage or entry into a civil union, shall receive only such benefits as are payable to his or her children alone.

7.3 BENEFICIARY DESIGNATION

The designation of a Beneficiary shall be made on a form satisfactory to the Retirement Board. A Member may at any time revoke his or her designation of a Beneficiary or change his or her Beneficiary by filing written notice of such revocation or change with the Retirement Board.

ARTICLE VIII

CODE SECTION 415 LIMITATIONS

8.1 MAXIMUM BENEFIT LIMITATIONS

(a) Notwithstanding any provision of the Plan to the contrary, in no event shall the maximum annual retirement benefit attributable to City contributions and payable to a Member who has not yet retired under the terms of the Plan, exceed \$160,000 (the "Defined Benefit Dollar Limitation").

(b) (1) For purposes of this Section 8.1, the term "Compensation" shall have the meaning set forth in Section 1.8 except as modified by Section 8.1(b)(2). Effective for Plan Years commencing on or after July 1, 2007, "Compensation" under this Section 8.1 for any Plan Year shall not be greater than the limit under Code Section 401(a)(17) that applies for that year.

(2) The term "Compensation" for purposes of this Section 8.1 does not include items such as:

(A) Contributions made by the City to a plan of deferred compensation to the extent that, before the application of the section 415 limitations to that plan, the contributions are not includable in the gross income of the Member for the taxable year in which contributed. Additionally, any distributions from a plan of deferred compensation are not considered as Compensation for Section 415 purposes, regardless of whether such amounts are includable in the gross income of the Member when distributed. However, any amounts received by a Member pursuant to an unfunded non-qualified plan may be considered as Compensation for Section 415 purposes in the year such amounts are includable in the gross income of the Member.

(B) Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the Member), or contributions made by an employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in section 403(b) (whether or not the contributions are excludable from the gross income of the Member).

(c) For purposes of subsection (a), "annual retirement benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) under a plan to which employees do not contribute and under which no rollover contributions (as defined in Sections 402(a)(5), 403(a)(4), and 408(d)(3) of the Code) are made.

(d) Nothing contained in this Section shall be construed to require a reduction in a Member's Accrued Benefit which exceeds the above limitations as of the last day of the last Limitation Year beginning before January 1, 1983 if the amount of such Accrued Benefit when expressed as an annual retirement benefit satisfied the requirements of Section 415(b) of the Code in effect for all Limitation Years beginning

prior to January 1, 1983. For purposes of this paragraph, a Member's Accrued Benefit as of the last day of the last Limitation year beginning before January 1, 1983 shall be determined without regard to any change in the terms and conditions of the Plan after July 1, 1982 and cost of living adjustments occurring after July 1, 1982.

(e) (1) In the event that a Member's annual retirement benefit is payable in a form other than the form described in subsection (a) hereof, or if the Members contribute to the Plan or make rollover contributions (as defined in sections 402(a)(5), 403(a)(4), and 408(d)(3)), the determinations as to whether the limitation described in subsection (a) has been satisfied shall be made, in accordance with the regulations prescribed by the Secretary, by adjusting such benefit so that it is the Actuarial Equivalent of the benefit described in subsection (c). For purposes of this subparagraph, any ancillary benefit which is not directly related to retirement income benefits shall not be taken into account; and that portion of any joint and survivor annuity which constitutes a qualified joint and survivor annuity (as defined in section 417) shall not be taken into account. For purposes of adjusting any benefit, the interest rate assumption shall not be less than the greater of 5 percent or the rate specified for an Actuarial Equivalent benefit.

(2) Effective for plan years commencing after December 31, 1999 Plan benefits subject to Code Section 417(e)(3), the actuarial equivalent of the annual retirement benefit is equal to the greater of Actuarial Equivalent for the particular form of benefit payable and the equivalent annual benefit computed using the Applicable Interest Rate and Applicable Mortality Table described below, determined in accordance with regulations prescribed by the Secretary:

(A) The Applicable Mortality Table means the table prescribed by the Secretary of the Treasury. Such table shall be based on the prevailing Commissioner's Standard Table (described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which present value is being determined (without regard to any other subparagraph of Code Section 807(d)(5)(A)). The prevailing Commissioner's Standard Table for these purposes currently is the GAM '83 Mortality Table, blended equally between male and female mortality rates. Effective for distributions occurring after December 31, 2002 the Applicable Mortality Table shall be the table prescribed in Rev. Rul. 2001-62. Effective for Plan Years commencing on or after January 1, 2008, the applicable mortality table shall mean the Applicable Section 417(e)(3) Mortality Table as adjusted in accordance with the provisions of Rev. Rul. 2007-67.

(B) The Applicable Interest Rate is the annual rate of interest on 30-year Treasury securities for the second full month before the first day of the Plan Year which includes the date of distribution or such other time as the Regulations may provide."

(f) For purposes of adjusting any benefit or limitation no adjustment for cost of living increases shall be taken into account before the year for which such adjustment first takes place.

(g) If the benefit of a Member begins prior to age 62, the Defined Benefit Dollar Limitation applicable to the Member at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Member at age 62 (adjusted under Section 8.1(j) below, if required). The Defined Benefit Dollar Limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5 percent interest rate assumption and the applicable mortality table and expressing the Member's age based on completed calendar months as of the annuity starting date; and (ii) the product of the Defined Benefit Dollar Limitation multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Member's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of Section 415.

(h) In the event that a Member's annual retirement Pension commences after age 65, the Defined Benefit Dollar Limitation shall be increased for the Member's age such that it is the Actuarial Equivalent of a \$160,000 annual retirement Pension commencing at age 65. For purposes of adjusting the Defined Benefit Dollar Limitation, the interest rate assumption shall not be greater than the lesser of 5 percent or the rate specified for an Actuarial Equivalent benefit.

(i) Notwithstanding the foregoing provisions of this Article VIII, the annual retirement benefit payable to a Member under the Plan shall be deemed not to exceed the applicable maximum limitation of this Section if:

(1) the annual retirement benefit payable with respect to such Member under the Plan and under all defined benefit plans of the City does not exceed \$10,000 for the Limitation Year, or for any prior Limitation Year, and

(2) the City has not at any time maintained a defined contribution plan in which the Member participated.

(j) In the event that a Member has been a Member in the Plan less than ten (10) Years, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, the numerator of which is his or her Years of participation in the Plan (or part thereof) and the denominator of which is ten (10).

(k) The limitations stated in paragraph (a) and (b)(1) above shall be adjusted annually as provided in Code Section 415(d) pursuant to the regulations prescribed by the Secretary of the Treasury. The adjusted limitation is effective as of January 1st of each calendar year and is applicable to "limitation years" ending with or within that calendar year.

(l) As a result of any adjustment pursuant to Section 8.1(k), an annual retirement annuity which had been limited by the foregoing provisions of this Section in a previous Limitation Year may be increased with respect to future payments to the

annual retirement annuity which would have been payable under the Plan without regard to the foregoing provisions of this Section.

(m) For purposes of applying the foregoing limitations of this Section 8.1:

(1) all defined benefit plans of the City, whether or not terminated, are to be treated as one defined benefit plan and all defined contribution plans of the City, whether or not terminated, are to be treated as one defined contribution plan;

(2) for purposes of this Section 8.1, the term "City" shall include all departments and agencies of the City of New Haven:

(n) Notwithstanding any other provision in this Section, if a Member in the Plan as of the first day of the Plan Year which follows December 31, 1986 had a current accrued benefit which exceeded the Defined Benefit Dollar Limitation of this Section then such current accrued benefit, expressed as a single life annuity as set forth in this Section, shall be substituted for the Defined Benefit Dollar Limitation for all purposes of this Plan, but such accrued benefit shall not reflect any change in the Plan or cost of living adjustment occurring after May 5, 1986, and this paragraph shall apply only if the Plan has been in compliance with Code Section 415 for all Limitation Years prior to Limitation Years beginning after December 31, 1986.

(o) Notwithstanding anything to the contrary in this Article, the limitations of Section 415 of the Code, to the extent applicable to a governmental plan (and, where applicable, to a plan maintained for public safety employees), regarding maximum annual pension benefits payable to any Participant, are incorporated into the Plan by reference. The annual benefit shall not exceed the annual dollar limit of Code Section 415(b)(1)(A) subject to adjustment in accordance with Code Section 415 and the regulations issued thereunder. In addition, the annual compensation taken into account by the Plan shall not exceed the limitation of Code Section 401(a)(17).

ARTICLE IX
MISCELLANEOUS

9.1 EXCLUSIVE BENEFIT

No part of the Fund shall be diverted for any purpose other than for the exclusive benefit of Members and their Beneficiaries, and no portion of the Trust Fund shall revert to or become property of the City.

9.2 MEMBERSHIP CLASSIFICATION

When a Member's status changes from one bargaining unit to another the Member will automatically become covered by the provisions of the bargaining unit which covers his or her new classification and his or her years of Credited Service will not be broken or diminished by reason of such change.

9.3 FUTURE COST-OF-LIVING ADJUSTMENTS

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors' benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, (CPI-W). For this purpose the Retirement Board will determine and adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety-seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired Member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments.

Notwithstanding the foregoing, for Local 884 Members, Unit 34 Members, and Trade Unions Members with less than twenty (20) years of service as of July 1, 2010, the annual adjustment percentage shall be limited to a maximum of one hundred two percent (102%) and to a minimum of ninety-eight percent (98%); further there shall be a lifetime cap of twenty percent (20%) on the amount of increase for such Members who have at least ten (10) but less than twenty (20) years of service as of July 1, 2010 and there shall be a lifetime cap of fifteen percent (15%) for such Members who have less than ten (10) years of service as of July 1, 2010.

Notwithstanding the foregoing, for Local 3144 Members and EMC Employee Members with less than twenty (20) years of service as of July 1, 2013, the annual adjustment percentage shall be limited to a maximum of one hundred two percent (102%) and to a minimum of ninety-eight percent (98%); further there shall be a lifetime cap of twenty percent (20%) on the amount of increase.

Notwithstanding the foregoing, for Local 71 Members with less than twenty (20) years of service as of July 1, 2010, the annual adjustment percentage shall be limited to a maximum of one hundred two percent (102%) and to a minimum of ninety-eight percent (98%); further there shall be a lifetime cap of twenty percent (20%) on the amount of increase.

Notwithstanding the foregoing, for Local 287 Members with less than twenty (20) years of service as of November 25, 2011, the annual adjustment percentage shall be limited to a maximum of (102%) and to a minimum of ninety-eight percent (98%); further, there shall be a lifetime cap of ten percent (10%) on the amount of increase.

Upon retirement, a Member may elect to forego the benefits provided by this section 9.4 in exchange for a buyout of all future cost of living adjustments (COLAs) at a rate of forty percent (40%) of the actuarial value of the benefit.

9.4 MANDATORY DISTRIBUTION

Notwithstanding any other provision of the Plan to the contrary, distributions from the Plan shall be made in accordance with a reasonable and good faith interpretation of Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement in Section 401(a)(9)(G). Notwithstanding any other provision in this Plan, benefits shall begin no later than April 1 of the calendar year following the later of the calendar year during which a Member retires or attains age 70 $\frac{1}{2}$.

9.5 NON-ALIENATION

No right of any Member or Beneficiary to any distribution or payment under this Plan shall be subject to any claim of any creditor of the Member or Beneficiary, and shall not be subject to attachment, garnishment or other legal process by any creditor of the Member or Beneficiary. No Member or Beneficiary shall have any right to alienate, anticipate, commute, pledge, encumber or assign any beneficial right to payment or any distribution created hereunder. The limitations on the alienability of benefits described in this Section 9.5 shall not apply with respect to Qualified Domestic Relations Orders as that term is defined in Code Section 414(p). The Retirement Board may establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Unless such policy provides otherwise, only Domestic Relations Orders that provide for a shared payment approach shall be accepted as Qualified Domestic Relations Orders under this Plan. Further, to the extent provided under a qualified domestic relations order, a former spouse of a Member shall be treated as the spouse or surviving spouse for all purposes under the Plan. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (QDRO) will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Member's death.

9.6 EXEMPTION OF FUND AND BENEFITS FROM TAXATION

The right of any person under the provisions of this Plan to any payment from said Fund, and said Fund itself, shall be exempt from any State, Municipal, transfer or inheritance tax.

9.7 BUY BACK LIMITATION; TRANSFERS FROM 457(b) PLAN

(a) To the extent that any CBA or the EMCE Manual permits its Members to purchase service credit that is considered "nonqualified service" pursuant to Code Section 415(n) such purchase of nonqualified service shall be subject to the following limitations:

(1) no Member shall be permitted to purchase more than five (5) years of nonqualified service credit; and

(2) no Member shall be permitted to purchase any nonqualified service credit until he or she shall have completed five (5) Years of Service with the City.

(b) Any purchase of qualified or nonqualified service may be made by a trustee to trustee transfer of some or all of the assets held for the benefit of a Member under the City's Section 457(b) Deferred Compensation Plan.

9.8 MERGER/TRANSFER/TERMINATION

(a) The benefits of each Member shall not be decreased in the event this Plan and/or the trust which is a part of the Plan merges or consolidates with another Plan or trust or there is a transfer of assets or liabilities to any other Plan or trust. The benefit each Member in this Plan would (if the Plan then terminated) receive immediately after the merger, consolidation or transfer of assets shall be equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer of assets (if the Plan had then terminated).

(b) Participation under the Fund will not give any Member any right or claim except to the extent such right is specifically fixed under the terms of the Fund and there are funds available therefor.

(c) If the Fund is terminated or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be allocated pursuant to the direction of the Retirement Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the

group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

(1) First, toward the payment of that portion of a Member's benefit earned to date derived from his or her contributions (after reduction for annuity payments), whether to the contributing Members, their survivors or beneficiaries.

(2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and Members remaining in the employ of the City who have reached their normal retirement date.

(3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for Members still in the service of the City who were eligible to retire on an early retirement date.

(4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those Members who have earned 10 years Credited Service (but are not identified in Paragraphs 2 or 3).

(5) Fifth, amounts then remaining shall be allocated to provide benefits for all Members not provided for above. Amounts allocated in accordance with (1) through (5) above, may be applied in the discretion of the Board to provide benefits through the purchase of paid up annuities on an individual or group basis, through allocation of reserves within the then existing Fund and/or under a separate trust instrument or through participation in any other retirement plan or by any combination of these media or other means.

(d) Except to the extent the provisions of Section 9.8(c) apply, in the event of the discontinuance of the Retirement Fund, Local 217 and Local 287 Members and Conditional Members shall be paid an amount equal to his or her total contributions less any annuity payments made to him or her. In no event shall a Member or a Conditional Member have a vested interest in the funds of the retirement system, in the amount, or any portion thereof, of the contributions of the City, or in any contribution except his or her own.

9.9 LIMITATIONS OF ACTIONS

No action for any amount due under the provisions of this Plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within two years next after he or she becomes legally capable to institute suit. All amounts not claimed within said period shall remain absolutely a part of the Fund.

9.10 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.11 OPTIONAL TRANSFER OF PENSION CREDITS IN EVENT A MEMBER CHANGES TO, OR FROM, PERMANENT EMPLOYMENT COVERED BY THE POLICEMEN AND FIREMEN'S PENSION FUND

In the event of such change of employment within the City of New Haven the Member can elect that the period of prior service for which he or she made contributions to the first fund shall be included in determining the amount of his or her pension benefits under the second fund to which he has transferred his or her participation. Such transfer of credits shall be contingent on a transfer of cash between the funds equal to the actuarial reserve for his or her participating service in the first fund, including both the Member's and the City's contributions therefor, and all rights to pension or other benefits under the first fund will be terminated by such transfer.

9.12 USERRA

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Effective January 1, 2007, if a Member dies while performing qualified military service (as defined in Section 414(u)), the Member's beneficiaries are entitled to any additional benefits (other than benefit accruals related to the period of qualified military service) provided under the Plan had the Member resumed and then terminated employment with the City on account of death. Effective for Plan Years commencing after December 31, 2008, "Compensation" for purposes of determining benefits shall include "differential wage payments" as that term is defined in Section 414(u)(12) that a Member receives from the City while on active duty and performing services for the U.S. uniformed services.

9.13 GENERAL PAYMENT RULE

Notwithstanding anything to the contrary stated herein, unless the Member makes a written election to have benefits commence at a later date, payment of benefits will commence not later than the 60th day after the latest of (1) the close of the Plan Year in which the Member attains the earlier of age 65 or his or her Normal Retirement Date specified under the Plan, (2) the close of the Plan Year during which occurs the 10th anniversary of the year in which the Member commenced participation or (3) the close of the Plan Year in which the Member terminates his or her Service with the City.

9.14 DIRECT ROLLOVER

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the plan administrator to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. In the event of an eligible rollover distribution not requiring a Member's consent greater than \$1,000 (a "Mandatory Distribution"), if the Member does not elect to receive such Mandatory Distribution directly or have it paid to an "eligible retirement plan", the distribution will be paid in a direct rollover to an individual retirement plan designated by the plan administrator. Terms used herein shall have the following definitions:

(a) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV) received after December 31, 1998 and effective for Plan Years commencing after December 31, 2001, any amount that is distributed on account of hardship. For Plan Years commencing after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includable in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or (b), or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(b) **Eligible retirement plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For Plan Years commencing after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement

plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p). For distributions made after December 31, 2007, a Member or beneficiary may elect to roll over directly an "eligible rollover distribution" to a Roth IRA described in Code Section 408A(b).

(c) **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. A distributee also includes the Member's nonspouse designated beneficiary under Article VII of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in § 408(a) or § 408(b) ("IRA") that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of § 402(c)(11). Also, in this case, the determination of any required minimum distribution under § 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

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

9.15 INCORPORATION BY REFERENCE

For Member of Local 217 Connecticut Special Act 379 is hereby incorporated into this Plan by reference. Notwithstanding the foregoing, if any provision of the Local 217 CBA, or any successor CBA conflicts with the provisions of Connecticut Special Act 379 the provisions of the CBA shall be controlling.

9.16 WAIVER OF PENSION

Notwithstanding anything herein to the contrary, as provided in the City's Code of Ordinances, Chapter 2, Article V Section 2-302, as it may be amended from time to time, any person entitled to a pension from the city or from any of its pension funds may decline to accept all or any part of such pension by a waiver signed and filed with the mayor or his/her designee. Such waiver may be revoked in writing at any time but no payment of the waived pensions shall be made covering the period such waiver was in effect.

9.17 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.18 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. To the extent that the provisions of the CBAs, EMCE Manual or any successor CBAs or EMCE Manual conflict with the provisions of this Restatement of the Plan the provisions of the CBA or EMCE Manual, as applicable, shall be controlling.

IN WITNESS WHEREOF, the Retirement Board and the City of New Haven have caused these presents to be signed this 21st day of June 2017.

RETIREMENT BOARD
City Employees Retirement Fund

By: 
Jerome Sagnella
Chairman

CITY OF NEW HAVEN

By: 
Daryl Jones
Controller