

**Amendment Eleven to the
Public Employees Retirement System of Ohio
Combined Plan**

WHEREAS, the Public Employees Retirement System of Ohio Combined Plan ("Plan") was originally effective January 1, 2003;

WHEREAS, the Public Employees Retirement Board, as Trustees of the Plan ("Trustees"), reserved the right to amend the Plan pursuant to Article XXV of the Plan;

WHEREAS, the Trustees now desire to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended as follows, with amendments 8, and 9 effective as of September 1, 2013, and the remainder effective as of July 7, 2013:

1. **Section 1.39 of the Plan**, defining "total service credit" is hereby enacted to be and read as follows:

"Total Service Credit" means the sum of the Participant's Years of Contributing Service and any service credit purchased or obtained under Section 3.05 or 3.06 of the Plan. As used in Section 2.03 of the Plan, "Total Service Credit" means the sum of the Participant's Total Service Credit in the Plan and, if applicable, the Participant's Years of Participation in the Defined Contribution Plan and Total Service Credit in the Defined Benefit Plan. For the exclusive purpose of satisfying the service credit requirement and of determining eligibility for benefits under Section 9.01 or 10.01, "five or more years of total service credit" means at least five Years of Contributing Service in this Plan.

2. **Section 2.04(b) of the Plan**, describing a limit on the election to participate in the plan is hereby enacted to be and read as follows:

(b) ~~A Participant contributing to this Plan at the time of commencing employment as~~ who is or becomes a PERS Law Enforcement Officer or PERS Public Safety Officer shall cease making contributions to this Plan. The Participant shall contribute only to the Defined Benefit Plan during the period of employment as a PERS Law Enforcement Officer or PERS Public Safety Officer for service in that position and any other position subject to Chapter 145. of the Ohio Revised Code. A Participant described in this Section with contributions on deposit in this Plan may elect to have those contributions deposited and credited in the Defined Benefit Plan in accordance with rules adopted by the Board.

3. **Section 3.11 of the Plan**, describing the purchase of exempted service is hereby enacted to be and read as follows:

3.11 Exempted service.

(a) Except as provided in this Section, a Participant with at least eighteen months of contributing service in the Plan who exempted himself or herself from membership in the system pursuant to section 145.03 may purchase credit for each year or portion of a year of service for which the Participant was exempted. A Participant may not purchase credit under this Section if the service was exempted from contribution under section 145.03 of the Revised Code and subject to the tax on wages imposed by the "Federal Insurance Contributions Act," 68A Stat. 415 (1954), 26 U.S.C.A. 3101, as amended.

(b) Credit shall be purchased under this section in accordance with section 145.29 of the Revised Code.

(c) Credit purchasable under this Section shall not exceed one year of service for any twelve-month period. If the period of service for which credit is purchasable under this section is concurrent with

a period of service that will be used to calculate a retirement benefit from this system, the amount of the credit shall be adjusted in accordance with rules adopted by the Board.

(d) If a Participant dies or withdraws from service, any payment made by the Participant under this section shall be considered as accumulated contributions of the Participant.

(e) The Board shall adopt rules to implement this section.

4. Section 3.12 of the Plan, describing the purchase of military service is hereby enacted to be and read as follows:

3.12 Military service.

(a) As used in this Section, "prisoner of war" and "reserves" have the same meanings as in section 145.301 of the Revised Code.

(b) (1) A Participant may purchase service credit that shall be considered as the equivalent of Ohio service for each year or portion of a year of service incurred by reason of having been on active duty as a member of the armed forces of the United States, as defined in section 145.30 of the Revised Code.

(2) On presentation of documentation of the service and subject to Board rules, a Participant may purchase service credit for each year or portion of a year of service incurred by reason of having been on active duty as a member of the reserves or the Ohio national guard for which the Participant is not eligible to purchase credit under division (B)(1) of this Section. Any credit purchased under this Section shall be considered as the equivalent of Ohio service credit. For purposes of division (B)(2) of this section, active duty in the reserves or the Ohio national guard includes assembly for drill and instruction; training at encampments, maneuvers, outdoor target practice, or other exercises; and any training or duty in this state ordered by the governor. Credit shall not be granted for any period of duty during which the Participant was contributing to the retirement system.

(3) The credit may be purchased at any time prior to receipt of a retirement allowance. The number of years purchased shall not exceed five. The Participant may choose to purchase only part of such credit in any one payment, subject to Board rules.

(c) A Participant may purchase service credit that shall be considered as the equivalent of Ohio service for each year of service such Participant was a prisoner of war. The number of years purchased under this Section shall not exceed five. Service credit may be purchased under this division for the same years of service used to purchase service credit under division (b) of this Section. The Participant may choose to purchase only part of such credit in any one payment, subject to Board rules.

(d) The total number of years purchased under this section shall not exceed the Participant's total years of Ohio service credit.

(e) (1) For each year or portion of a year of service purchased under (b)(1) or (c) of this Section, the Participant shall pay to the System for credit to the Employees' Savings Fund an amount specified by the Board that shall be not less than fifty per cent of the additional liability resulting from the purchase of that year or portion of a year of service as determined by an actuary employed by the Board.

(2) For each year or portion of a year of service credit purchased under (b)(2) of this section, the Participant shall pay to the System for credit to the Employees' Savings Fund an amount equal to one hundred per cent of the additional liability resulting

from the purchase of that year or portion of a year of service as determined by an actuary employed by the Board.

The retirement system shall calculate the number of years or portion of a year of credit the Participant is eligible to purchase under division (b)(2) of this section by dividing the number of days actually served by three hundred sixty-five.

(f) A Participant is ineligible to purchase service credit under this section for any year of military service that was used to obtain service credit pursuant to section 145.30 or 145.302 of the Revised Code.

5. Section 8.01 of the Plan, describing participant accounts is hereby enacted to be and read as follows:

8.01 Accounts. A Participant who elects a distribution under this Section is entitled to a lump-sum distribution of the Participant's Accounts. A Participant who ~~receives~~ is issued a distribution under this Section shall forfeit all rights to benefits under Section 9.01(a).

6. Section 8.02 of the Plan, describing the Employers' Accumulation Fund is hereby enacted to be and read as follows:

8.02 Employers' Accumulation Fund. A Participant who elects a lump-sum distribution under Section 8.01 is entitled to an amount, paid from the Employers' Accumulation Fund, determined as follows:

(a) For a Participant with at least five (5) years but less than ten (10) years of service credit, an amount equal to thirty-three per cent (33%) of the Participant's eligible contributions.

(b) For a Participant with ten (10) or more years of service credit, an amount equal to sixty-seven per cent (67%) of the Participant's eligible contributions.

As used in this Section, "eligible contributions" means all of the following: the amounts contributed under Section 3.03; except as provided in this Section, amounts received from the Participant to purchase or restore credit under section 145.302 of the Ohio Revised Code or Section 3.06 of this Plan, if applicable, and interest calculated in the same manner as the Defined Benefit Plan under section 145.471 or 145.472 of the Ohio Revised Code. For each Participant who elects to transfer funds to the Defined Benefit Plan under Section 6.01, "eligible contributions" does not include amounts received from the Participant to purchase credit under section 145.302 of the Ohio Revised Code. "Eligible contributions" does not include contributions that were used in the payment of a disability benefit under section 145.36 of the Revised Code or, as provided in rules adopted by the Board, were refunded to the Participant because the Administrator was not authorized to accept the contributions. Except as provided in Section 6.01, "service credit" means service credit earned for periods for which contributions were made under Section 3.03 and, if applicable, periods for which service credit was purchased or restored under section 145.302 of the Ohio Revised Code or Section 3.06 of this Plan.

A Participant who ~~receives~~ is issued a payment under this Section shall forfeit all rights to benefits under Articles IX, X, XI, and XII.

7. Section 9.02 of the Plan, describing payment options for accounts is hereby enacted to be and read as follows in its title:

9.02 Payment Options for Accounts under Section 9.01(a) (e)(1)

8. Section 9.03(e) of the Plan, describing payment of a retirement allowance is hereby enacted to be and read as follows effective September 1, 2013:

~~(e) A Participant who is eligible for a Retirement Allowance under this Section shall elect a plan of payment on a form provided by the Board. Unless the Participant is required by Section 9.03(e)(2) to select a specified plan of payment, a Participant may elect a plan of payment as provided in Section 9.03(e)(1). An election shall be made at the time the Participant makes application for retirement and on a form provided by the Board. A plan of payment elected under this Section shall be effective only if approved by the System Board, which shall approve it only if it is certified by an Actuary engaged by the Board to be the actuarial equivalent of the Retirement Allowance calculated under this Section;~~

- ~~(1) Except as provided in this Section, a Participant who retires under this Section shall receive a Retirement Allowance under "plan A," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for life and one-half of such allowance continuing after death to the Participant's surviving spouse for the life of the spouse. A Participant may elect to receive the Participant's Retirement Allowance under a plan of payment other than "plan A" if either of the following is the case: the Participant is not married or either the Participant's spouse consents in writing to the Participant's election of a plan of payment other than "plan A" or the Board waives the requirement that the spouse consent; or a plan of payment providing for payment in a specified portion of the allowance continuing after the Participant's death to a former spouse is required by a court order issued under section 3105.171 or 3105.65 of the Ohio Revised Code or the laws of another state regarding division of marital property prior to the Effective Date of the Participant's Retirement.~~

~~If a Participant is required to select a plan of payment providing for payment in a specified portion to a former spouse and the Board has received a copy of the order described in this Section;~~

The following plans of payment shall be offered by the System:

- ~~(i) "Joint-life plan," an allowance that consists of the actuarial equivalent of the Participant's Retirement Allowance determined under Section 9.03 in a lesser amount payable for the life and one-half or some other portion equal to ten per cent or more of the allowance continuing after death to the Participant's surviving Beneficiary for the Beneficiary's life. The Beneficiary shall be nominated by written designation filed with the Board. The amount payable to the Beneficiary shall not exceed the amount payable to the Participant.~~
- ~~(ii) "Single-life plan," the Participant's Retirement Allowance determined under Section 9.03.~~
- ~~(iii) "Multiple-life plan," an allowance that consists of the actuarial equivalent of the Participant's Retirement Allowance determined under Section 9.03 in a lesser amount payable to the Participant for life and some portion of the lesser amount continuing after death to two, three, or four surviving Beneficiaries designated at the time of the Participant's Retirement. Unless required under Section 9.03(e)(2)(ii), no portion allocated under this plan of payment shall be less than ten per cent. The total of the portions allocated shall not exceed one hundred per cent.~~

- ~~(2) A Participant shall select a plan of payment as follows:~~

- ~~(i) Subject to Section 9.03(e)(2)(ii), if the Participant is married at the time of Retirement, the Participant shall select a joint-life plan and receive a plan of~~

payment that consists of the actuarial equivalent of the Participant's Retirement Allowance determined under Section 9.03 in a lesser amount payable for life and one-half of such allowance continuing after death to the Participant's surviving spouse for the life of the spouse. A married Participant is not required to select this plan of payment if the Participant's spouse consents in writing to the Participant's election of a plan of payment other than described in this Section if the Board waives the requirement that the spouse consent;

- (ii) If prior to the effective date of the Participant's Retirement, the Board receives a copy of a court order issued under Section 3105.171 or 3105.65 of the Revised Code or the laws of another state regarding division of marital property the Board shall accept the Participant's election of a plan of payment under this Section only if the Participant complies with both of the following: the Participant elects a plan of payment that is in accordance with the order described in this Section; and, if the Participant is married, the Participant elects the multiple-life "plan-F" and designates the Participant's current spouse as a beneficiary under that plan unless that spouse consents in writing to not being designated a beneficiary under any plan of payment, or the Board waives the requirement that the current spouse consent.

(3) An application for Retirement shall include an explanation of all of the following:

- (i) That, if the Participant is married, unless the spouse consents to another plan of payment or there is a court order dividing marital property issued under Section 3105.171 or 3105.65 of the Ohio Revised Code or the laws of another state regarding division of marital property that provides for payment in a specified amount, the Participant's Retirement Allowance will be paid under the joint-life "plan A," which consists of the actuarial equivalent of the Participant's Retirement Allowance in a lesser amount payable for life and one-half of the allowance continuing after death to the surviving spouse for the life of the spouse;
- (ii) A description of the alternative plans of payment, including all plans described in Section 9.03(e)(2) and (3)(1), available with the consent of the spouse;
- (iii) That the spouse may consent to another plan of payment and the procedure for giving consent;
- (iv) That consent is irrevocable once notice of consent is filed with the Board.

Consent shall be valid only if it is signed, in writing, and witnessed by a notary public. The Board may waive the requirement of consent if the spouse is incapacitated or cannot be located or for any other reason specified by the Board. Consent or waiver is effective only with regard to the spouse who is the subject of the consent or waiver.

- ~~(2) A Participant eligible to elect to receive the Participant's Retirement Allowance under a plan of payment other than "plan A" shall receive the Participant's Retirement Allowance under the plan described in Section 9.03(e)(3) or one of the following plans elected at the time the Participant makes application for Retirement:~~

- (i) ~~"Plan B," which shall consist of a Retirement Allowance determined under this Section;~~
- (ii) ~~"Plan C," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for life and one-half or some other portion of the Retirement Allowance continuing after death to the Participant's sole surviving Beneficiary designated at the time of the Participant's Retirement, provided that the amount payable to the Beneficiary does not exceed the amount payable to the Participant;~~
- (iii) ~~"Plan D," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for life and continuing after death to a surviving Beneficiary designated at the time of the Participant's Retirement;~~
- (iv) ~~"Plan E," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for a certain period from the Participant's Retirement date, as elected by the Participant and approved by the Board, and on the Participant's death before the expiration of that certain period, the Participant's lesser Retirement Allowance payable for the remainder of that period to the Participant's surviving designated Beneficiary nominated by written designation filed with the Board. Should the nominated Beneficiary die prior to the expiration of the guarantee period, then for the purpose of completing payment for the remainder of the guarantee period, the present value of such payments shall be paid to the estate of the Beneficiary last receiving.~~
- (v) ~~"Plan F," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable to the retired Participant for life and some portion of the lesser amount continuing after death to two, three, or four surviving Beneficiaries designated at the time of the Participant's Retirement. The portion of the lesser allowance that continues after the Participant's death shall be allocated among the Beneficiaries at the time of the Participant's Retirement. If the Participant elects this Plan as required by a court order issued under section 3105.171 or 3105.65 of the Ohio Revised Code or the laws of another state regarding division of marital property and compliance with the court order requires the allocation of a portion less than ten per cent (10%) to any Beneficiary, the Participant shall allocate a portion less than ten per cent (10%) to that Beneficiary in accordance with that order. In all other circumstances, no portion allocated under this plan of payment shall be less than ten per cent (10%). The total of the portions allocated shall not exceed one hundred per cent of the Participant's lesser allowance.~~

~~(3)~~(4) Beginning on a date selected by the Administrator, which shall not be later than July 1, 2004, a Participant may elect to receive a Retirement Allowance under a plan of payment consisting of both a lump sum in an amount the Participant designates that constitutes a portion of the Participant's Retirement Allowance under a plan of payment described in this Section and the remainder as a monthly allowance under that plan. The total amount paid as a lump sum and a monthly benefit shall be the actuarial equivalent of the amount that would have been paid had the lump sum not been selected. The lump sum designated by the Participant shall be not less than six (6) times and not more than thirty-six (36) times the monthly amount that would be

payable to the Participant under the plan of payment elected by the Participant had the lump sum not been elected and shall not result in a monthly Retirement Allowance that is less than fifty per cent (50%) of that monthly amount.

- ~~(4) An election under (e)(2) or (e)(3) of this Section shall be made at the time the Participant makes application for Retirement.~~
- (5) A Participant eligible to elect to receive the Participant's Retirement Allowance under a plan of payment other than "plan A" because the Participant is unmarried who fails to elect a plan of payment shall receive the Participant's Retirement Allowance under "plan B."
- (6) If a Retirement Allowance, regardless of the plan of payment, due and paid is in a total amount less than the amounts paid by the Participant under Sections 3.05 or 3.06, if any, as provided by this Plan, then the difference between the total amount of the Retirement Allowance paid and those deposits shall be paid to the Beneficiary.

9. Section 9.03(h) of the Plan, describing changes to the plan of payment after retirement is hereby enacted to be and read as follows effective September 1, 2013:

(h) Following a marriage or remarriage, both of the following apply:

- (1) A retired Participant who is receiving the Retirement Allowance under ~~"the single-life plan B"~~ may elect a new plan of payment under this Section based on the actuarial equivalent of the retired Participant's single lifetime allowance, as determined by the Board, and designate only the new spouse as beneficiary.
- (2) A retired Participant who is receiving a Retirement Allowance pursuant to a plan of payment providing for payment to a former spouse pursuant to a court order described in this Section may elect a new plan of payment under ~~"the multiple-life plan F"~~ based on the actuarial equivalent of the retired Participant's single lifetime Retirement Allowance, as determined by the Board, and designate the new spouse as one of the beneficiaries if the new plan of payment elected does not reduce the payment to the former spouse.

If the marriage or remarriage occurs on or after June 6, 2005, the election must be made not later than one year after the date of the marriage or remarriage.

The new plan of payment shall become effective on the date of receipt by the Board of an application on a form approved by the Board, but any change in the amount of the Retirement Allowance shall commence on the first day of the month following the effective date of the plan of payment.

10. Section 10.01 of the Plan, describing eligibility for disability benefits is hereby enacted to be and read as follows:

10.01 Eligibility. A Participant who has at least five (5) years of Total Service Credit in this Plan ~~or sixty (60) months of contributing service in this Plan~~, as defined in ~~section 145.01 of the Ohio Revised Code Section 1.39~~, shall be entitled to disability coverage under section 145.35 of the Revised Code and in accordance with the provisions of section 145.36, 145.361, 145.362, or 145.363 of the Ohio Revised Code, as applicable, and rules adopted by the Board. The coverage shall extend only to illness or injury that occurs before the Participant's contributing service terminates or, in the case of illness or injury that results from contributing service, becomes evident not later than two years after the date the contributing service ends. The coverage shall not extend to disability resulting from elective cosmetic surgery other than reconstructive surgery.

11. Section 13.02 of the Plan, describing beneficiary designation is hereby enacted to be and read as follows:

13.02 Designation. A Participant may file with the Administrator an Applicable Form designating a Beneficiary to receive the benefits payable to the Participant under the Plan in the event of the Participant's death, subject to the provisions of this Article and Section 145.431 of the Ohio Revised Code. ~~A designation shall be signed by the Participant and filed with the Administrator prior to the Participant's death. The designation applies to all retirement plans in which the Participant has contributions on deposit prior to retirement. A Participant may designate two or more persons as Beneficiaries to be paid the benefits payable under the Plan. Subject to rules adopted by the Board, a Participant who designates two or more persons as Beneficiaries under this Section shall specify the percentage of the lump sum that each Beneficiary is to be paid. If the Participant has not specified the percentages, the lump sum shall be divided equally among the Beneficiaries. The last designation of any Beneficiary revokes all previous designations. The Participant's marriage, divorce, marriage dissolution, legal separation, or payment of benefits under Article VIII, or the birth of the Participant's child, or adoption of a child, shall constitute an automatic revocation of the Participant's previous designation.~~

12. In all other respects, the Plan shall be and remain unchanged.

IN WITNESS WHEREOF the undersigned has executed this Amendment on the date indicated:

7-7-13
Date

Karen E. Carraher
Karen Carraher, Executive Director