

## **BASIC PLAN INFORMATION**

The effective date of the Plan was January 1, 1994. The Plan Year is the calendar year January 1 through December 31. The Plan is a defined benefit pension plan.

*Plan Sponsor:* Metropolitan Transportation Authority

*Employer Identification Number:* 13-2552035

*Plan Number:* 002

*Participating Employers:* Metro-North, LIRR

### *Administration*

The Plan is administered by a Board of Managers of Pensions, which consists of at least five people who may, but need not be, officers or employees of the MTA or of any MTA-Affiliated Agency. The Board of Managers is authorized to interpret the Plan, establish and amend rules and regulations for its administration, determine the eligibility of employees for membership, and otherwise administer the Plan. The investment of Plan assets will be managed by the Trustee appointed by the MTA Board of Directors.

*The Plan Administrator is:* Secretary, Board of Managers of Pensions  
Metropolitan Transportation Authority  
347 Madison Avenue  
New York, NY 10017

Employees of Metro-North Railroad may call (212) 340-4972.  
Employees of LIRR may call (718) 558-7919.

*The Plan Trustee is:* Chase Manhattan Bank  
4 Chase MetroTech Center  
Brooklyn, NY 11245

### *Legal Limitations*

Internal Revenue Service (IRS) regulations impose certain limitations on the amount of benefits that may be paid under qualified retirement plans. These limitations normally apply only to the highest paid employees. The limitations are subject to periodic change by the IRS. Specific information about this matter is available from the Secretary to the Board of Managers.

### *Assignment of Benefits*

Your benefits under the Plan are solely for you (or your beneficiary). Generally, they cannot be assigned to anyone else, and are not subject to garnishment or attachment. However, the Plan will honor qualified domestic relations orders issued by a court relating to provisions for child support, alimony payments, or marital property rights. If the Company receives such an order, you will be notified of how it will be handled with respect to your benefits.

If a person entitled to receive benefits under the Plan is physically or mentally incompetent and another person or an institution is maintaining or has custody of the member, the person or institution that has custody may select, on the member's behalf, a payment option as described on page 13. (Refer to "Optional Forms of Payment.")

### *Future Of The Plan*

While the MTA expects to continue the Plan indefinitely, it reserves the right to amend or terminate it at any time by resolution of the Board of the MTA. In the case of termination, you do have certain guarantees. You would be fully vested in the benefit you earned up to the date of termination, subject to the following conditions:

- Plan assets would be used to pay expenses and to provide for all retirement benefits earned to the date of termination, either in the form of an annuity or in the form of a lump sum. When all benefits have been provided for, then any residual assets would revert to the Company.
- If the assets are not sufficient to provide for all benefits earned to date of termination, Plan assets would be used to pay expenses and to provide for the benefits of retired members and beneficiaries, vested active members and vested former members, and other members. If the assets are not sufficient to provide all these benefits, benefits will be paid as determined by the Board.

### *Your Right To Appeal*

If you (or your beneficiary) believe you have been denied any benefit to which you are entitled or any other rights you may have under the Plan, you may request a review of your claim by writing directly to the Board of Managers; Attention: Secretary to the Board of Managers.

All interpretations and decisions of the Board of Managers, with respect to any claim will be made in the Board of Managers' sole discretion based on the Plan and other relevant documents and will be final and conclusive.

## **GLOSSARY OF IMPORTANT TERMS**

“*Board of Managers*” — The Board of Managers of Pensions appointed to administer the Plan.

“*Cash Balance Plan*” — The Metro-North Commuter Railroad Company Cash Balance Plan.

“*Company*” — The Long Island Railroad Company, the Metro-North Commuter Railroad Company, or any successor by merger, purchase or otherwise, or any other MTA-Affiliated Agency that chooses to adopt the Plan with respect to its employees.

“*Conrail*” — The Consolidated Rail Corporation, any subsidiary or affiliated companies or any predecessor railroad company.

“*LIRR*” — The Long Island Rail Road Company.

“*LIRR Money Purchase Plan*” — The Long Island Rail Road Company Money Purchase Pension Plan effective January 1, 1988.

“*Metro-North*” — Metro-North Commuter Railroad Company.

“*Metro-North Defined Contribution Plan*” — Metro-North Commuter Railroad Company Defined Contribution Plan for Management Employees.

“*MTA*” — Metropolitan Transportation Authority.

“*MTA-Affiliated Agency*” — LIRR, Metro-North, Staten Island Rapid Transit Operating Authority, Manhattan and Bronx Surface Transit Operating Authority, New York City Transit Authority, Triborough Bridge and Tunnel Authority, Metropolitan Suburban Bus Authority, Metropolitan Transportation Authority Card Company or any agency which hereafter becomes a subsidiary corporation of the MTA under the New York Public Authorities Law.

“*NYCERS*” — The New York City Employees’ Retirement System.

“*NYSLERS*” — The New York State and Local Employees’ System.

## **GLOSSARY OF IMPORTANT TERMS (continued)**

“*Other New York State or New York City Plan*” — New York City Teachers’ Retirement System (NYCTRS), New York City Board of Education Retirement System (NYCBERS), New York City Police Department Pension Fund, Subchapter 2, New York City Fire Department Pension Fund, Subchapter 2, New York State and Local Police and Fire Retirement System (NYSLPFRS) and New York State Teachers’ Retirement System (NYSTRS).

“*Plan Year*” — The calendar year.

“*Trustee*” — Chase Manhattan Bank or any successor trustee appointed by the Board.

This booklet is intended to provide a summary of the major provisions of the Metropolitan Transportation Authority Defined Benefit Pension Plan for Management Employees. We have attempted to describe your benefits under this Plan as clearly as possible with minimal use of technical terms and phrases. However, in the event of a discrepancy between this booklet and the official Plan documents, the documents shall govern in all cases. The Metropolitan Transportation Authority reserves the right to amend, alter, modify, terminate, or change, in any legal way, any or all of the benefits and provisions of the Plan. It is understood that participation in the Plan is not a guarantee of continued employment with the MTA. In no way should this summary be construed or represented as a contract that specifies terms or conditions of employment.