



YOUR PENSION PLAN AT MARTA

**SUMMARY DESCRIPTION OF THE
PENSION PLAN
FOR TRANSIT POLICE EMPLOYEES
OF THE
METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY
(MARTA)**

January 1, 2019

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TO ALL TRANSIT POLICE EMPLOYEES:

YOUR PENSION PLAN

MARTA sponsors a number of important benefits for its employees. The Plan for Transit Police described in this booklet -- the MARTA Non-Represented Pension Plan, effective January 1, 1958, as amended and restated through January 1, 2015 and subsequently amended, is one of the most valuable of those benefits to your family.

Without a pension program, most working people simply would not have enough income to live comfortably after retirement. You would probably have Social Security, of course, and perhaps some income from personal savings and investments, but all of those combined, in most cases, cannot assure a working man or woman of a reasonable retirement income.

For most qualified, long-service employees who stay on the job to age 55, your Plan benefits will replace about one-half of pre-retirement earnings. In addition, Social Security payments will commence at age 62 or later based on your election.

The cost for this future financial security is shared between you and MARTA. Currently, you contribute 8.5% of your pay towards the total cost, and MARTA assumes the remaining cost of funding and administering the Plan for the benefit of all eligible employees.

Please read this Booklet carefully. The Plan includes several options you may select in your retirement planning. These options affect such things as when and how your benefits are paid. To make full use of these options, it is important that you fully understand them.

Your retirement benefits can only be paid to you if you can be located. Be sure that the Plan Administrator always has your current address.

Your retirement planning affects both you and your family. You should keep this Booklet in a safe place and let your family know where it is.

If you have any questions about the Plan after reading the Booklet, please contact the Plan Administrator who will be glad to discuss the Plan with you.

We are pleased to be able to provide this updated Booklet.

Management Pension Committee
MARTA Non-Represented Pension Plan

MARTA NON-REPRESENTED PENSION PLAN FOR TRANSIT POLICE

The goal of the MARTA Non-Represented Pension Plan (the “Plan”) is to help covered employees who spend their careers with MARTA enjoy a financially secure retirement.

However, the Plan alone will not be sufficient. Other important sources of your retirement security will be:

- Federal Social Security, to which both you and MARTA make equal contributions,
- The 457 tax sheltered deferred compensation plan in which you may voluntarily participate, and
- Your own personal savings.

The primary purpose of the Plan is to provide retirement income; however, it may also offer valuable benefits upon your termination of employment, death, or disability.

This Booklet will help you become familiar with the benefits available to you through the Plan. Please read the following pages or see the Plan Document for a more complete explanation of your coverage.

This Booklet outlines for you the important parts of the Plan which you will wish to know. It is not burdened with legal and technical language which is, nevertheless, necessarily included in the formal Plan Document and the Trust Agreement.

Therefore, you should understand that if this Booklet appears to have a different meaning from the Plan Document in any respect, the Plan Document and the Trust Agreement shall govern. A copy of the Plan Document is available to you from the Plan Administrator should you desire to read it.

Nothing contained in the Plan or this Booklet shall constitute a contract or in any way create contractual rights, whether expressed or implied, or be construed as giving any person any legal or equitable right or claim of any nature, except to the extent that the right is specifically fixed under the terms of the Plan, subject to the right of MARTA to amend, curtail, or terminate the Plan, as described in Section X of this Booklet.

**SECTION I
GENERAL INFORMATION**

- (1) **NAME OF PLAN** -- The name of the Plan is the Non-Represented Pension Plan for Employees of the Metropolitan Atlanta Rapid Transit Authority (the MARTA Non-Represented Pension Plan or the Plan).
- (2) **BOOKLET** -- This summary plan description of the Plan.
- (3) **PLAN DOCUMENT** -- The formal technical document describing all rights and benefits of the Plan.
- (4) **PLAN ADMINISTRATOR** -- The administrator of the Plan appointed by the Management Pension Committee.
- (5) **EFFECTIVE DATE** -- The Plan was originally effective on January 1, 1958. It has been amended and restated through January 1, 2015 and subsequently amended.
- (6) **EMPLOYEE** -- Any regular, full-time MARTA Transit Police employee who was hired prior to January 1, 2015. The provisions of the Plan applicable to non-Transit Police employees are covered in a separate summary plan description
- (7) **TYPE OF PLAN** -- The Plan is a governmental defined benefit pension plan.
- (8) **SOURCE OF CONTRIBUTIONS** -- Contributions to the Plan are made by MARTA and all eligible Participants. The amount of MARTA's contribution is actuarially determined. Transit Police employees currently contribute 8.5% of pay.
- (9) **TRANSIT POLICE**-- employees who are sworn police personnel acting as police officers for MARTA whose job description requires them to be certified by the Peace Officers Standards and Training Counsel.
- (10) **TRUST FUND** -- MARTA and employee contributions to the Plan are sent regularly to the Trustee. The Management Pension Committee employs money managers to invest the Trust Fund. All assets in the Trust Fund are used for the exclusive benefit of Plan Participants.
- (11) **PLAN YEAR** -- The Plan Year is the 12 month period used for maintaining the financial records for the Plan. The Plan Year begins on each January 1 and ends on each December 31.
- (12) **PLAN SPONSOR** -- The Plan is sponsored and maintained by:

MARTA
2424 Piedmont Road, N.E.
Atlanta, Georgia 30324

If you have any questions about the Plan, you should contact MARTA's Employee Benefits Office at:

2424 Piedmont Road, N.E.
Atlanta, Georgia 30324
Telephone: (404) 848-5393

- (13) **PLAN TRUSTEE** -- The Trustee of the Plan is The Northern Trust Company. The Trustee's address is 50 South La Salle Street, Chicago, Illinois 60603.
- (14) **LEGAL MATTERS** -- Legal process should be served on MARTA's chief counsel, Elizabeth M. O'Neill, Esq., at 2424 Piedmont Road, N.E., Atlanta, Georgia 30324.
- (15) **TYPE OF ADMINISTRATION** -- The Plan is administered by the Plan Administrator appointed by the Management Pension Committee (the "Committee"). The Committee consists of between three and ten members. Currently serving are four employee representatives, two retired Plan Participants, and one member of MARTA's Board of Directors. The Committee is responsible for administering all of the Plan's provisions, providing any forms required for use by Participants, and authorizing any benefit payments from the Plan. Investment of Plan assets is the responsibility of the money managers hired by the Committee.

**SECTION II
HIGHLIGHTS OF YOUR BENEFITS**

- (1) **ACCRUED RETIREMENT BENEFIT (LIFE ANNUITY BASIS)** – This is payable during the Participant’s lifetime, in a monthly amount equal to (a) times (b) with a minimum of (c), where:
- (a) is the benefit accrual rate of 2.00% for each Year of Credited Service to January 1, 2000 and 2.25% for each Year of Credited Service after January 1, 2000.
 - (b) is the Average Monthly Plan Compensation; and
 - (c) is the minimum benefit of \$32.50 per Year of Credited Service to 30.

- (2) **AVERAGE MONTHLY PLAN COMPENSATION** – 1/12th of the average Compensation for the three Plan Years of the last eight which produce the highest average. For example, suppose your last eight years were from 2010 to 2017, and your earnings were as follows

2010	\$35,000	Highest Three
2011	\$36,000	2015- \$40,000
2012	\$37,000	2016- \$41,000
2013	\$38,000	2017- \$42,000
2014	\$39,000	Total \$123,000
2015	\$40,000	
2016	\$41,000	
2017	\$42,000	

In this example, your Average Monthly Compensation would be \$123,000 divided by 36 months, or \$3,416.67.

- (3) **COMPENSATION** – base salary paid by MARTA before deducting taxes, salary deferrals or salary reduction contributions made to this Plan or any Section 457 or Section 125 plans of MARTA, including contributions under Section 414(h)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), plus bonuses and overtime pay up to 2,080 hours annually, but excluding automobile allowance and excess life insurance taxable income. However, Compensation prior to January 1, 2013 includes any amounts from the sale of paid time off or overtime pay in excess of 2,080 hours annually. For employees hired after December 31, 1995, pay in excess of the applicable limit under Code Section 401(a)(17) is not included as Compensation for purposes of the Plan. For 2019, the Code Section 401(a)(17) limit is \$280,000.
- (4) **PARTICIPANT CONTRIBUTIONS** – As a condition of participation, you will contribute 8.5% of your Compensation to the Plan currently. Your contributions will provide a benefit floor for you. MARTA will contribute an actuarially determined amount to the Plan to fund any balance of your benefit. (Note: MARTA’s contribution is a group rate for all employees. Because pension, disability, and death benefit costs increase dramatically with age, MARTA’s contribution is increasingly allocated to the older ages.)

- (5) **CREDITED SERVICE** – Years and completed months (each full month equaling 8-1/3% or .083 of a year) of continuous full-time employment with MARTA. See Section III for more information.

Year of Credited Service – each Plan Year during which you complete one year of Continuous Service (as defined in Section III) with MARTA.

- (6) **DISABILITY BENEFIT** – If you are receiving Workman’s Compensation or become totally disabled, either permanently or temporarily, you will receive your Normal Retirement Benefit at your Normal Retirement Date, based on Credited Service and continuation of Compensation during the period of disability or while receiving Workman’s Compensation. Your contributions are waived for the duration of your disability.

If you die while receiving disability payments from MARTA (such as temporary/short-term disability or permanent/long-term disability or Workman’s Compensation) and prior to your Normal Retirement Date, the death benefit described in Section VIII(3) is payable counting salary and service up to the date of death.

- (7) **EARLY RETIREMENT DATE OR EARLY RETIREMENT** – Retirement at or after age 50 (but before age 55), with completion of five Years of Credited Service.

- (8) **ELIGIBILITY** – Full-time, regular Transit Police employee of MARTA hired prior to January 1, 2015 who have not transferred into the MARTA Non-Represented Defined Contribution Plan (the “Non-Rep DC Plan”) and who are not active participants in the MARTA / ATU Local 732 Employees Retirement Plan (the “Union Plan”). The provisions of the Plan applicable to non-Transit Police are covered in a separate summary plan description.

- (9) **MAXIMUM BENEFIT** – The maximum benefit limitations as specified in Section 415 of the Code apply.

- (10) **NORMAL PAYMENT FORM** – 50% Joint and Survivor Annuity. Important Note: Unless a notarized spousal consent is obtained, an actuarially equivalent 50% Joint and Survivor Annuity will be the automatic form of payment if you are married for at least one year at your retirement date. If you not married throughout the one year period prior to your retirement date, the automatic form of payment is a single life annuity.

- (11) **NORMAL (AND DELAYED) RETIREMENT DATE** – Retirement at age 55 or later, with completion of 5 Years of Credited Service.

- (12) **PAYMENT OPTIONS** – Your benefit can be paid in the form of a life annuity, life annuity with a minimum number of payments guaranteed, or other options described in Section VI.

- (13) **TERMINATION BENEFIT** – If your employment ends before you can retire, but you have at least five Years of Credited Service, you are entitled to a Termination Benefit, as

described in Section V. You may be entitled to a refund of your contributions plus 5% annual interest, as described in Section V.

SECTION III SERVICE

- (1) **CONTINUOUS SERVICE** means your unbroken employment from the most recent beginning date of employment, including sick leave, any “buy-back” (on or prior to December 31, 2014) and prior service under the Union Plan, excluding any service credit for the same period from both this Plan and the Union Plan. However, see Section VI(9) of this Booklet for more information regarding transfers between the Union Plan and the Plan. Your continuous service with MARTA will not be broken in the event of an absence due to sickness or injury, any leave duly authorized by MARTA for an approved purpose, including those recognized by the Family and Medical Leave Act of 1993, or any authorized absence for service in the armed forces of the United States in accordance with federal law governing reemployment of veterans. Absences will be authorized on a nondiscriminatory basis, and all employees in similar circumstances will receive uniform and consistent treatment.
- (2) **CREDITED SERVICE** means your completed years and calendar months of Continuous Service with MARTA and its predecessors, determined in accordance with MARTA’s records, from your date of full-time employment to your date of termination. (Note: part of a month counts as a full month in the month of termination but not the month of hire).

For example, assume that you came to work at MARTA on February 10, 1978, and that you terminate on November 17, 2000. You would have 22 full years (March 1, 1978, to March 1, 2000) and nine months (March 1, 2000, to December 1, 2000) of Credited Service at termination.

Failure to return to the employ of MARTA by the end of any period of absence specified in (1) above will be considered a termination of employment at the time your period of absence began.

If you return from uniformed service in the armed forces of the United States, you are entitled to Credited Service during your period of leave, provided you pay, within a specified time period, the applicable Participant contributions you would have paid had you been employed by MARTA during the period of uniformed service.

- (3) **REEMPLOYMENT AFTER TERMINATION OR RETIREMENT**

The Plan is closed to former Transit Police employees rehired after December 31, 2014. No rehired former Transit Police employee (whether retired or not) may “buy-back” and return any cash refund plus interest and be restored in prior Credited Service. Rehired Transit Police employees will not again participate in the Plan or accrue benefits under the Plan for service after their reemployment date but will instead participate in the Non-Rep DC Plan.

For former Transit Police employees rehired on or before December 31, 2014, any benefit to which you became entitled under the Plan will be appropriately adjusted, in a uniform and nondiscriminatory manner, to take into account any benefit to which you became entitled under this Plan due to your prior employment. In no event will there be a duplication of benefits due to your several periods of employment.

**SECTION IV
YOUR RETIREMENT BENEFIT**

(1) NORMAL RETIREMENT BENEFIT

If you retire on your Normal Retirement Date, the monthly benefit payable to you is equal to your Accrued Retirement Benefit. Your “Normal Retirement Date” is the last day of any month following your attainment of age 55 and your completion of five Years of Credited Service. Your pension payments begin on the first day of the following month.

Your Accrued Retirement Benefit is equal to 2.0% x Years of Credited Service to January 1, 2000 and 2.25% for each year thereafter x Average Monthly Plan Compensation.

Normal Retirement Example

Suppose you retire at age 55 and have completed 25 Years of Credited Service with 10 years before January 1, 2000. Using the Average Monthly Plan Compensation of \$3,416.67 (previously illustrated in Section II(2)), your monthly Normal Retirement Benefit would be calculated as follows:

$$(10 \text{ Years} \times 2.0\% + 15 \text{ Years} \times 2.25\%) \times \$3,416.67 = \$1,836.46$$

This amount is in addition to your Social Security benefit, half of which is paid for you by MARTA in the form of F.I.C.A. taxes.

Important Note: If you have been married for one year or more, the normal form of payment is a 50% Joint and Survivor Annuity. The life annuity benefit shown in this example would be reduced to provide for 50% continuation to any eligible surviving spouse, unless you waive this benefit form with notarized spousal consent and elect an optional one.

(2) EARLY RETIREMENT BENEFIT

If you retire on your Early Retirement Date, the monthly benefit payable to you is equal to your Accrued Retirement Benefit (calculated the same as a Normal Retirement Benefit) unreduced if you are age 55 with five Years of Credited Service or you have 30 Years of Credited Service. Otherwise, your benefit is reduced by 1.5% for each year of age at retirement below 55. You must be at least age 50 to receive an Early Retirement Benefit.

Note that if you were hired on or before November 1, 1996, the prior Rule of 85 (3% times the difference of 85 and the sum (minimum of 52) of age at date of termination plus Credited Service) may apply.

You may choose to start receiving your monthly benefit immediately, or defer it until your deferred commencement date. The benefit will be larger for each month that you defer, because the reduction for early payment is dependent upon your age at actual

commencement of payment. The reduction becomes smaller as your age at commencement of the payment grows larger.

Early Retirement Example

Suppose you decide to retire five years early at age 50. Your Average Monthly Plan Compensation at retirement is \$5,000, and your Credited Service is 20 years with 10 years before January 1, 2000).

$$(10 \times 2.0\% + 10 \times 2.25\%) \times \$5,000 = \$2,125.00$$

Because the benefit will begin before age 55, it must be reduced to reflect a longer period of payments. The benefit reduction is calculated as follows:

$$\begin{aligned} \text{Age 55 minus age 50} &= 5 \text{ years} \\ 5 \text{ years} \times 1.5\% &= 7.5\% \text{ reduction} \end{aligned}$$

Therefore, your monthly benefit would equal $\$2,125 \times 92.5\%$, or \$1,965.63.

Important Note: If you have been married for one year or more, the normal form of payment is a 50% Joint and Survivor Annuity. The life annuity benefit shown in this example would be reduced to provide for 50% continuation to any eligible surviving spouse, unless you waive this benefit form with notarized spousal consent and elect an optional one.

You should weigh several factors carefully before you decide to retire early:

1. Your benefit amount will be less because you have fewer years of service. In addition, your Average Monthly Plan Compensation might be smaller than it would be if you stayed until reaching age 55.
2. If you choose to have payments begin before age 55, your benefit amount may be further reduced.
3. Under current law, you cannot begin drawing reduced Social Security benefits until you are at least age 62; unreduced Social Security benefits are not available until you reach your retirement age as defined by the Social Security Administration, and some Social Security benefits will be lower if you quit work before that age.

If you are considering Early Retirement, please contact the Plan Administrator who will review your benefits with you. If you decide to retire early, be sure to notify the Plan Administrator in advance.

(3) DELAYED RETIREMENT BENEFIT

If you continue to work after your Normal Retirement Date, that is, you retire on your Delayed Retirement Date, the monthly benefit payable to you is equal to your Accrued Retirement Benefit determined as of your Delayed Retirement Date. The Delayed Retirement Date is the last day of the month in which you leave active service.

(4) **CODE LIMITATIONS**

In most cases, you will receive the full amount of your Accrued Retirement Benefit computed under the Plan. Under certain conditions, however, limitations required by Section 415 of the Code may affect the amount of your benefit. It is most unlikely these limitations will apply. However, if they do apply, they will be reported to you by the Plan Administrator.

SECTION V
PAYMENT OF YOUR BENEFITS UPON TERMINATION

(1) TERMINATION BENEFIT

The retirement benefits provided by the Plan are payable to you on your Early, Normal or Delayed Retirement Date. If your employment ends before you can retire but you have at least five Years of Credited Service, you are entitled to a Termination Benefit.

Your Termination Benefit equals your Accrued Retirement Benefit with Years of Credited Service determined as of your termination date.

Your Termination Benefit will be held in the Plan for payment to you beginning on the first of the month next following your 55th birthday. However, you may elect to receive your Termination Benefit after age 50, in which case, your Termination Benefit will be reduced 1.5% for each year (or fraction of a year) below age 55. Your Termination Benefit is payable in any of the forms described in Section VI.

Termination Benefit Example

Suppose you were hired after January 1, 2000 and leave MARTA at age 40 after completing eight Years of Credited Service. Your Average Monthly Plan Compensation is \$4,000. Your Termination Benefit is calculated as follows:

$$8 \text{ Years} \times 2.25\% \times \$4,000 = \$720 \text{ Per Month}$$

You could wait until age 55 to begin receiving your unreduced benefit, or you may start receiving a reduced benefit as early as age 50. Suppose, however, you decide to begin receiving your Termination Benefit at age 50. It is reduced as follows:

$$\begin{aligned} 55 \text{ minus age at retirement (50)} &= 5 \\ 5 \text{ Years} \times 1.5\% &= 7.5\% \text{ reduction} \end{aligned}$$

The reduction is 7.5%. Therefore, your benefit would equal \$666.00 (or \$720 x 92.5%).

(2) REFUND OF CONTRIBUTIONS

- (a) If you terminate employment and have less than five Years of Credited Service as of your termination date, you will receive a lump sum refund of your contributions with interest compounded annually at 5% per annum.
- (b) If you terminate employment and have at least five, but less than 10 Years of Credited Service, then in lieu of the Termination Benefit described in Section V(1), you may elect a refund of your contributions with interest compounded annually at 5% per annum. If you elect this option, you will forfeit rights to all further benefits under the Plan.

- (c) If you terminate employment and have 10 or more Years of Credited Service, you may elect a refund of either your pre- or post-tax contributions with interest, or of both, compounded annually at 5% per annum, and retain your vesting in any employer provided benefit (minimum 50% of your Accrued Retirement Benefit) payable on or after age 55, or payable from age 50 in a reduced amount.

SECTION VI
PAYMENT OF YOUR BENEFITS UPON RETIREMENT

You have several choices for the method of payment of your retirement benefits. If you are married for the one year period ending on the earlier of your annuity starting date or the date of your death, your benefits will automatically be reduced and paid in the form of an actuarially equivalent 50% Joint and Survivor Annuity. Otherwise, your benefits will be paid as a life annuity.

The 50% Joint and Survivor Annuity is automatic for employees married one year or more, unless you waive this benefit form with notarized spousal consent, and elect an optional form. Information regarding your election will be provided to you shortly before your annuity payments are to begin.

If you wish, you may elect to receive your benefits in one of the optional forms described below. If you choose an optional form of benefit, your elections and designation of Beneficiary (other than for a lump sum death benefit) must be made within the 90-day period prior to your annuity start date.

(1) SINGLE LIFE ANNUITY

Monthly payments to you for as long as you live. No further payments are due after your death. Life annuity is automatic for single employees and employees married less than one year, unless you waive this benefit form. Information regarding your election will be provided to you shortly before your annuity payments are to begin.

(2) LIFE ANNUITY WITH A MINIMUM NUMBER OF PAYMENTS

A reduced monthly benefit payable for a specified minimum number of months (not exceeding 180 nor extending beyond your 85th birthday) and continuing for your remaining lifetime.

(3) JOINT AND SURVIVOR ANNUITY

Monthly payments to you for as long as you live, with the survivor's benefit payable to your Beneficiary upon your death. Benefit payments will begin on your retirement date and stop upon the death of the last to die of you and your Beneficiary. If you choose this option, and your Beneficiary dies before you do, you may not designate a new or contingent Beneficiary. The amount of monthly retirement benefit payable to you is determined in the same manner as a Life Annuity and then actuarially reduced to reflect the coverage to two lives rather than one. The amount continued to your Beneficiary is a percentage of the benefit you were receiving. You may elect percentages of 50%, 75%, or 100% to be continued.

(4) MODIFIED JOINT AND SURVIVOR ANNUITY WITH POP UP

If your designated Beneficiary dies within two years after the payments have commenced, your benefit will be restored, or popped up, to its original (Life Annuity) level. Your initial Joint and Survivor Annuity will be actuarially reduced to provide this option.

(5) LUMP SUM PAYMENT OF EMPLOYEE CONTRIBUTIONS PLUS 5% INTEREST

You or your Beneficiary may elect this lump sum with the actuarial equivalent of the remaining benefit paid in one of the forms described in (1) through (4) above, as elected.

(6) PAYMENTS MADE TO YOU

Under all options, the sum of all payments made to you and/or your Beneficiary will at least equal your contributions plus 5% interest calculated to date of retirement.

(7) ELECTIONS

To have your benefits payable in any form you must make an election. Your election must be in writing and must be filed with the Plan Administrator within the 90-day period prior to your annuity start date.

Once a choice as to form of benefit is made and accepted by the Committee, it cannot be rescinded without written consent of the Plan Administrator and your spouse, if married one year or more, conditioned upon satisfactory evidence of your, or if the Joint and Survivor Annuity option has been elected, the Beneficiary's, good health. In no event will the consent of the named Beneficiary (other than your spouse) be required as a condition to your right to revoke or change any option previously elected.

Any revocation or change of an election of a benefit option, or designation of a Beneficiary for benefits other than a lump sum death benefit, must be made prior to the annuity start date. For lump sum death benefits, any revocation or change of election of optional benefits, or designation of Beneficiary, must be made prior to the date employment ceases (by retirement or otherwise).

(8) OPTION EXAMPLES

Let us look at the amounts payable under each option to a 55 year-old Transit Police employee with a 52 year-old spouse, using a \$3,600 monthly benefit payable under the life annuity form as an example:

<u>If Employee Elects This Type Of Payment</u>	<u>Employee Receives</u>	<u>Beneficiary Receives when Employee Dies</u>
Life Annuity (Normal Form) If married less than one year	\$3,600.00 monthly for life	Nothing unless the refund of contributions minimum applies
Life Annuity with Five Years Certain	\$3,583.11 monthly for life	\$3,583.11 monthly for the remainder of the five years following retirement (if any)
Life Annuity with Ten Years Certain	\$3,536.97 monthly for life	\$3,536.97 monthly for the remainder of the ten years following retirement (if any)
Life Annuity with Fifteen Years Certain	\$3,467.35 monthly for life	\$3,467.35 monthly for the remainder of the fifteen years following retirement (if any)
50% Joint and Survivor with no Pop Up (Normal Form) if married one or more years	\$3,355.20 monthly for life	\$1,677.60 monthly for life
50% Joint and Survivor with Pop Up	\$3,345.13 monthly while Beneficiary is alive and \$3,600.00 monthly thereafter if the beneficiary dies within the first two years	\$1,672.57 monthly for life
75% Joint and Survivor with no Pop Up	\$3,247.20 monthly for life	\$2,435.40 monthly for life
75% Joint and Survivor with Pop Up	\$3,234.21 monthly while Beneficiary is alive and \$3,600.00 monthly thereafter if the beneficiary dies within the first two years	\$2,425.66 monthly for life
100% Joint and Survivor with no Pop Up	\$3,146.40 monthly for life	\$3,146.40 monthly for life

100% Joint and Survivor with Pop Up	\$3,130.67 monthly while Beneficiary is alive and \$3,600.00 monthly thereafter if the beneficiary dies within the first two years	\$3,130.67 monthly for life
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(9) TRANSFERS TO OR FROM THE PLAN

Under the Amended and Restated Transfer Agreement between MARTA and ATU Local 732 (the “Union”), if your employment status changes on or after January 1, 2018 and you become a Union employee, you may elect to continue to participate in this Plan as a non-Transit Police employee or transfer to the Union Plan if you have at least two Years of Credited Service. If you have less than two Years of Credited Service, you will automatically be transferred to the Union Plan when your employment status changes. You must make your election in a Transfer Agreement Acknowledgement which the Committee will provide to you. If you transferred between the plans prior to January 1, 2018, different rules may apply in accordance with the Transfer Agreement then in effect.

If you had a change in employment status and transferred from the Union Plan to this Plan after December 31, 2004 and before January 1, 2018, you may be entitled to a minimum benefit at retirement. The minimum benefit generally equals the benefit you would have received under the Union Plan had you not transferred to this Plan. The minimum benefit is calculated under the terms of the Union Plan, which means that the compensation limits under the Union Plan will apply. To be eligible for the minimum benefit, you must have at least two years of Continuous Service with MARTA on and after January 1, 2018 and retire under the Plan. The following persons are not eligible for the minimum benefit: Employees who do not actively participate in this Plan on or after January 1, 2018, Employees who retired before January 1, 2018, Employees who transferred to the Non-Rep DC Plan or the Union Plan, and Employees represented by the Union.

The rules regarding the determination and payment of benefits of transferred Employees are quite complex. If you contemplate a transfer from one plan to the other, the Committee will furnish a more detailed explanation of those rules. Please be sure you understand those rules BEFORE you decide to transfer.

(10) TRANSFERS TO OR FROM TRANSIT POLICE STATUS

In the event you transfer status between non-Transit Police and Transit Police as a result of a change in your employment status, the benefits you are entitled to under the Plan will be based on your status at the time you terminate employment or retire. This means that if you cease being a member of the Transit Police, Plan provisions specific to Transit Police will no longer apply to you. You are only entitled to Transit Police benefits if you participate in the Plan as a Transit Police member at the time you terminate employment or retire.

(11) **REQUIRED DISTRIBUTIONS**

Federal regulations require that your benefit payments begin no later than your “required beginning date.” Generally, your required beginning date will be the April 1st of the calendar year following the calendar year in which you attain age 70 1/2 or, if later, the calendar year in which you retire. If you retire after age 70 1/2, your benefits will be actuarially increased to take into account the period after age 70 1/2 during which you do not receive benefits under the Plan. Failure to begin receiving your retirement benefits by your required beginning date may result in your being subject to an excise tax.

**SECTION VII
DEATH BENEFIT**

(1) DEATH BEFORE TERMINATION OF EMPLOYMENT AND BEFORE NORMAL RETIREMENT DATE

- (a) If you die before completing five Years of Credited Service, your Beneficiary will receive a lump sum refund of your contributions with 5% per annum interest.
- (b) If you die before age 50 and have five Years of Credited Service, your Beneficiary will receive the benefit which would have been payable had you elected the 50% Joint and Survivor option and died the day after your earliest retirement date. The benefit will be paid to your Beneficiary as of the first day of the month following your earliest retirement date.
- (c) If you either (i) have attained age 50 and completed five Years of Credited Service, or (ii) are under age 50 but completed 20 Years of Credited Service, and die while either employed by MARTA or while disabled, or receiving Workman's Compensation, and earning Credited Service under the Plan, your Beneficiary (not your estate) will be eligible for the monthly benefit, commencing the first day of the month following death, which would have been payable had you elected the 50% Joint and Survivor option at the date of death.
- (d) Alternatively, your Beneficiary of may elect a lump sum refund of your contributions with interest compounded at 5% per annum and forfeit any further benefit from the Plan, and if the Participant had completed 10 Years of Credited Service, receive an actuarially reduced benefit but not less than 50% of the 50% Joint and Survivor benefit.

(2) DEATH BEFORE TERMINATION OF EMPLOYMENT AND AFTER NORMAL RETIREMENT DATE

Commencing the first day of the month following your death, your Beneficiary will receive any benefit payable under the normal or optional form of benefit elected by you on or before your Normal Retirement Date. This amount will not be less than that described in (1)(c) or (d) above.

(3) DEATH AFTER TERMINATION OF EMPLOYMENT

- (a) If you die on or after the date your benefits begin, any death benefit will be paid according to the form of benefit you selected. If you chose a life annuity, your Beneficiary will receive the difference, if any, between your contributions with interest under to the Plan to your benefit commencement date, and the aggregate payments made under the Plan to you.

If you elected a deferred Early Retirement benefit, die after your Early Retirement Date but prior to your deferred commencement date, any death benefit will be paid

according to the form of benefit you selected, starting as of the deferred commencement date.

- (b) If you are entitled to a Termination Benefit and die after you have terminated employment, but before age 50, your Beneficiary is entitled to the benefit which would have been payable had you elected the 50% Joint and Survivor Annuity based on your Accrued Retirement Benefit, survived until age 50, and died the day after. The benefit will be payable to your Beneficiary the first of the month following what would have been your 50th birthday. Alternatively, your Beneficiary may elect to receive a lump sum refund of your contributions with interest compounded at 5% per annum.
- (c) If you have completed 10 Years of Credited Service and die after you have terminated employment, but prior to age 50, your Beneficiary may elect a refund of your contributions with interest compounded at 5% per annum and retain an actuarially equivalent death benefit with a minimum benefit of not less than 50% of the 50% Joint and Survivor benefit.

(4) DEATH WHILE PERFORMING QUALIFIED MILITARY SERVICE

If you die while performing “qualified military service” (as defined by Section 414(u) of the Code), your survivors are entitled to any additional benefits (other than benefit accruals relating to the period of military service) provided under the Plan, had you resumed and then terminated employment on account of death.

(5) YOUR BENEFICIARY

Your Beneficiary will be the person(s) named by you on the Beneficiary Designation form. If you are married one year or more, your spouse will automatically be your Beneficiary unless you demonstrate to the Committee that you have no spouse or your spouse cannot be located. You may designate someone other than your spouse as your Beneficiary if your spouse consents (notarized in writing). If your designated Beneficiary is not living at the time of your death, your spouse will be your Beneficiary; if you have no living spouse, your living descendants will be your Beneficiaries in equal shares; if there are no such descendants, your estate will be your Beneficiary.

**SECTION VIII
DISABILITY BENEFIT**

(1) ELIGIBILITY

If you are receiving Workman's Compensation or considered temporarily or permanently disabled for purposes of the Plan, you will be entitled to receive a Disability Benefit; however, no period of time following your Normal Retirement Date will be considered as part of the period of disability. You may be considered disabled for purposes of the Plan, based solely on the Committee's determination, if you satisfy the following conditions:

- (a) You must be disabled totally and permanently by physical or mental condition as defined by MARTA's long term disability plan resulting from bodily injury, disease, mental disorder which renders you incapable of continuing your usual and customary employment with MARTA.
- (b) To be entitled to receive a Disability Benefit, the disability must not have resulted from engagement in war, insurrection, rebellion, or active participation in a riot or criminal enterprise, or from an intentional self-inflicted injury.

(2) DISABILITY BENEFIT

If the Committee determines that you satisfy the above requirements, you will be entitled to a monthly Disability Benefit at your Normal Retirement Date equal to your Normal Retirement Benefit based on continuation of Credited Service and salary to your Normal Retirement Date.

When you reach your Normal Retirement Date you will be paid a pension under the Plan based on your Credited Service both before and during your disability (up to your Normal Retirement Date). Your Average Monthly Compensation will be determined as follows:

- (a) Average Monthly Compensation for the period of time that you were disabled will be determined based on the assumption that your compensation in the last full calendar year immediately preceding the calendar year of inception of disability will continue at the same rate for the duration of disability.
- (b) Average Monthly Plan Compensation for the period of time you have been disabled will be determined based on the highest paid three years of your final eight Years of Credited Service.

Your contributions to the Plan will be waived for the duration of your disability.

A Participant who recovers from disability will also have service credits and compensation determined as above for the period of time that he was disabled. Continuing proof of disability may be required from time to time, as determined by the Committee.

(3) **DISABILITY DEATH BENEFIT**

Should a disabled Participant die before reaching his Normal Retirement Date, his Beneficiary will receive the greater of:

- (a) If eligible, the 50% Joint and Survivor Annuity described in Section VII(1)(c) based on continuation of Credited Service and Compensation to the date of death; or
- (b) If 10 Years of Credited Service has been completed, a lump sum refund of your contributions with 5% per annum interest plus an actuarially reduced benefit but not less than 50% of the 50% Joint and Survivor benefit.

Should a disabled Participant die on or after his Normal Retirement Date, a death benefit, if any, will be paid according to the normal or optional form of benefit selected by you, as described in Section VI.

**SECTION IX
MISCELLANEOUS**

(1) PENSIONER BENEFIT INCREASES

Each year, the Committee will review the adequacy of pension benefits under the Plan with respect to increases in the cost of living and MARTA's financial condition and ability to fund such an increase. The Committee has authority to recommend any increases if warranted, to the Board of Directors for consideration.

(2) PORTABILITY

- (a) If you have prior service at Public Organizations described in (d) below or have prior MARTA Union service you will receive credit if you:
 - (i) Have completed five years of Credited Service with MARTA, and
 - (ii) "Buy-back" your prior Credited Service by contributing 1.75% of your annual Compensation times the prior service (up to 10 years) to the Plan.
- (b) The prior service bought back cannot exceed your MARTA service in the case of prior Public Organization service and there can be no duplication of service for the prior MARTA Union Plan participants.
- (c) The additional benefit due to service buy-back is 1% times prior service (up to 10 years) times Average Monthly Plan Compensation.
- (d) Public Organization means: a municipality, governmental entity, and/or political subdivision or instrumentality established by the Georgia Legislature and chartered by the State of Georgia, located and doing business in Fulton, DeKalb, Clayton, Gwinnett counties and the City of Atlanta, or any other political jurisdiction(s) which may be included in the MARTA district.
- (e) All service purchased will be considered a part of your Normal Retirement Benefit and is subject to Code Section 415.
- (g) Certain key senior management employees and who are selected by the General Manager/Chief Executive Officer of MARTA are eligible to purchase additional Credited Service if certain conditions are met.

(3) ROLLOVER DISTRIBUTIONS

The law requires that any distributions paid directly to you, other than regular monthly pension payments or distributions required because you have reached the age of 70 1/2, will be subject to a mandatory 20% withholding requirement (of your total distribution less any after tax employee contributions). This requirement cannot be waived.

However, “distributees” (as defined below) can avoid the requirement by having the taxable portion of any lump sum distribution directly “rolled over” into an IRA or another qualified retirement plan.

A “distributee,” for purposes of the Plan, includes an employee or former employee, the employee or former employee’s surviving spouse or former spouse who is the alternate payee under a “qualified domestic relations order” (as defined in Code Section 414(p)). A distributee also generally includes a non-spouse beneficiary of a deceased Participant who is either an individual or an irrevocable trust, but only if the eligible rollover distribution is transferred in a direct trustee-to-trustee transfer.

This means that although you still have 60 days to roll the distribution over if you wish, you would have only the 80% that was paid to you. You would have to pay the other 20% from other sources if you wished to roll over the full 100%. Also, if you rolled over only the 80%, the other 20% would be subject to federal income tax now.

To sum up, if you want to avoid paying current taxes on your distribution, you should have your money rolled over directly to an IRA or another retirement plan. We can describe how to set this up if you desire. The minimum amount that can be transferred is \$200. Regular monthly pension payments cannot be rolled over.

You will receive comprehensive tax information and an explanation of your tax alternatives at the time you receive any distribution from the Plan that is eligible to be rolled over. Nevertheless, we strongly advise you to consult your own tax advisor regarding the tax consequences of any distribution you receive from the Plan.

(4) SMALL BENEFITS

Should the net benefit payable to any Participant or Beneficiary be less than \$50 per month, payable immediately, payment shall be made in a single sum cash settlement. This eliminates all future rights under the Plan.

(5) TAXATION OF BENEFITS

Since January 1, 1986, your employee contributions have been made on a before- tax basis, as allowed under Section (414)(h) of the Code, so that if they are paid to you or a Beneficiary as a lump sum distribution, they are fully taxable. The portion of the benefit provided by your contributions before January 1, 1986, is not taxable. MARTA will provide the breakdown into taxable and non-taxable amounts for you.

(6) NO ASSIGNMENT OF BENEFITS

Your benefit under the Plan may not be assigned, pledged, encumbered, seized, or attached by creditors, except to the extent you are indebted to the Plan or to MARTA for any reason or, effective January 1, 2019, pursuant to a Qualified Domestic Relations Order (QDRO). You may obtain a copy of the Plan’s QDRO procedures from MARTA.

(7) **OFFSETS**

If you owe money to the Plan or MARTA when you become entitled to a distribution under the Plan, your benefit will be reduced in order to repay the Plan or MARTA first before it is distributed to you.

(8) **RECOVERY OF OVERPAYMENTS**

If you received a benefit greater than the benefit payable to you under the Plan, the Plan Administrator may take reasonable steps to recover the excess benefit amount, including but not limited to eliminating or reducing your future benefit payments.

SECTION X TERMINATION OF THE PLAN

(1) DURATION OF THE PLAN

MARTA intends to continue its sponsorship of the Plan and the payment of contributions indefinitely. However, MARTA reserves the right to amend, partially terminate, or completely terminate the Plan at any time if such action is advisable.

No amendment will be adopted which will reduce any benefits you have already accrued unless the reduction is required to comply with the Code or any Federal or State law.

(2) PLAN TERMINATION

If the Plan is terminated you will become fully vested in your Accrued Retirement Benefit to the extent funded. The amount of benefit you will receive as a result of the Plan termination will depend on the amount of assets available for benefits as of the date of the Plan's termination.

(3) ALLOCATION OF ASSETS UPON PLAN TERMINATION

If the Plan is terminated, Plan assets will be used first to cover expenses and then to provide for monthly retirement payments. It is possible that there may not be enough Plan assets available upon termination to fully provide benefits for all Participants. For this reason, priority categories have been established. The assets will be used to provide benefits to all Participants in the first category before going on to provide benefits to the Participants in the second category, and so on.

Priority categories are as follows:

First Priority - All Participants' contributions with interest payable under the Plan to date of termination of the Plan.

Second Priority - All Participants who, prior to termination of the Plan, have retired or died and who (or their Beneficiaries) are already receiving or are qualified to receive benefits, and all Participants who are continuing employment under the Delayed Retirement provisions.

Third Priority - All Participants who, prior to termination of the Plan, were eligible for Early or Normal but not Delayed Retirement Benefits.

Fourth Priority - All Participants who, prior to termination of the Plan, were 100% vested in their benefits.

Fifth Priority - All remaining Participants with Accrued Retirement Benefits.

Sixth Priority - All contingent beneficiaries entitled to death benefits only upon the deaths of Participants who are living at the time the Plan is terminated.

If it is not possible to provide all benefits under all of the priority categories because there are not enough assets, beginning with the first priority, a proportionate share of each Participant's benefit under the applicable priority category will be provided to the extent possible.

If any assets remain after providing full benefits under all priority categories, they will be returned to MARTA.

SECTION XI YOUR RIGHT TO FILE A CLAIM

(1) PROCEDURE FOR FILING A CLAIM

To receive your benefit you should submit a written application to the Plan Administrator. This written application is considered your claim for a benefit. Within 90 days, the Plan Administrator will notify you, in writing, that:

- Your claim for a benefit has been accepted by the Committee, or
- Your claim for a benefit has been denied, or
- Additional information is needed to reach a decision on your claim, or
- Additional time is needed to reach a decision on your claim.

If you are not contacted by the Plan Administrator within 90 days after you file your claim for benefits, you should consider your claim denied and you can then request a review of the denial.

Should your claim for a benefit be denied, the Plan Administrator will state the specific reasons for the denial and will reference the Plan provisions upon which the denial is based. The Plan Administrator will also describe the steps you may take to request a review of the Committee's decision.

Should additional information be needed to reach a decision on your claim, the Plan Administrator will list the items which you must provide. The Plan Administrator will also indicate why the additional information is necessary.

Should additional time be needed to reach a decision on your claim, the Plan Administrator will let you know why more time is needed. The Plan Administrator will also indicate when the Committee anticipates it will arrive at a decision. The Committee must, however, reach a decision within 180 days of the date you initially submitted your claim for a benefit.

(2) PROCEDURES FOR REQUESTING A REVIEW

If your claim for a benefit is denied by the Committee, you can ask it to reconsider its decision. To do so, you or your authorized representative must submit, to the Plan Administrator, a written request for a review of this decision. This written request must be made within 60 days of the Committee's denial of your claim. You or your authorized representative can examine any of the documents that relate to your claim and can submit written comments. Within 60 days of your request for a review, the Plan Administrator will notify you, in writing, that:

- A review has been made and your claim for a benefit has been accepted, or
- A review has been made and your claim for a benefit has been denied, or

- Additional time is needed to review the decision on your claim.

If you are not contacted by the Plan Administrator within 60 days of your request for a review, you should consider your request denied.

If, after reviewing its decision, the Committee decides to deny your claim, it will state the specific reasons for its denial. It will also state the specific Plan provisions upon which its decision is based.

If the Committee needs more time to review its decision, it will state the reasons its review requires more time. Under no circumstances, however, will it take more than 120 days to complete the review.

Any questions concerning the filing of a claim or requesting a review should be directed to the attention of:

Plan Administrator
MARTA Non-Represented Pension Plan
2424 Piedmont Road, N.E. Atlanta, Georgia 30324
Telephone (404) 848-5393
Fax (404) 848-5519

(3) **ARBITRATION**

If your claim is denied after review, your exclusive remedy is to submit your claim to arbitration pursuant to the Plan's arbitration procedure. Any request for arbitration must be submitted in writing to the Plan Administrator within 90 days after you received notice that your claim has been denied following review.

THIS BOOKLET IS ONLY A SUMMARY OF THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE CONTENT OF THIS BOOKLET AND THE CONTENT OF THE PLAN AND THE RELATED TRUST AGREEMENT, THE TERMS OF THE PLAN AND THE TRUST AGREEMENT WILL CONTROL. IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN AFTER READING THIS BOOKLET, CONTACT THE PLAN ADMINISTRATOR. COPIES OF THE PLAN AND THE TRUST AGREEMENT ARE ON FILE WITH THE PLAN ADMINISTRATOR AND MAY BE INSPECTED UPON REQUEST.