Salary Reduction Agreement

CUNY Tax-Deferred Annuity Program

Employee Name:_____

Address:_____

_____

College:_____

Date of Hire:_____

Salary:_____

2009 Salary Reduction Max. (Goal Amt):$_____

2009 Salary Deferral Election_____%

The undersigned parties agree that the employee will participate in the Tax-Deferred Annuity Program; and that, with respect to amounts earned on or after _____ the employee's salary shall be reduced by the percentage indicated below, and the employer will contribute the salary reduction amount to the employee's tax-deferred annuity.

The employee must specify a salary reduction percentage in the space provided below or this Salary Reduction Agreement will not be valid. Salary Reductions to the Tax-deferred Annuity are made after all other mandatory CUNY deductions.

This Agreement shall be legally binding and irrevocable as to each of the parties hereto while employment continues and will only cover amounts earned while in effect. An automatic renewal will occur every December 31st thereafter, unless a revised Agreement is made before the first of the year in which the Agreement is to take effect. It is also understood that this Salary Reduction Agreement may be terminated by either party as of the end of any month with at least 60 days prior written notice and that **only two (2) Salary Reduction Agreements can be made for a calendar year. A third may be accepted if it is a change to zero percentage. The employee may not contribute to more than one tax-deferred annuity at a time.**

The Salary Reduction Maximum percentages listed above may be inaccurate if you have made tax-deferred contributions to other carriers, including transfers between such carriers; if you are or have been employed on a part-time basis, have a break in service, transferred from one CUNY campus to another, or are or have been on a Leave of Absence; or, if you will receive income in addition to base salary while at CUNY, or if you are retiring this year. In these situations, please call MetLife at (212) 840-8610 for a recalculation.

The employee agrees to hold The City University of New York harmless under this Agreement, provided that any and all sums withheld by the employer pursuant to this Agreement are remitted to the insurer to purchase non-forfeitable contracts in accordance with Section 403(b) of the Internal Revenue Code of 1986 as amended.

I elect to reduce my annual salary by **_____%** (use whole percentage only), provided that this percentage does not exceed the maximum allowed by Sections 415 and 402(g) of the Internal Revenue Code as indicated above under "2009 Salary Reduction Max.". In addition to other limitations, the maximum percentage amount generally cannot exceed $16,500, unless I reached age 50 and can defer an additional $5,500 and/or have more than 15 years of service with CUNY in which case I may be able to defer an additional $3,000.

I understand that MetLife may require other forms for their purposes, but only this form states the Salary Reduction Agreement between CUNY and me.

EMPLOYEE

Signature:_____

Date:_____

Phone Number:_____

θ Business Extension _____

θ Home

CUNY

By:_____

Leslie Williams, University Director of Employee Benefits

Official Stamp: